

INTERNET  
FORM NLRB-501  
(2-08)UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case  
19-CA-248133Date Filed  
9/11/2019**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

<b>1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT</b>			
a. Name of Employer Casa Latina		b. Tel. No. (b) (6), (b) (7)(C)	
		c. Cell No.	
		f. Fax No.	
d. Address (Street, city, state, and ZIP code) 317 17th Ave S WA Seattle 98144-____		e. Employer Representative (b) (6), (b) (7)(C)	
		g. e-Mail (b) (6), (b) (7)(C)@casa-latina.org	
		h. Number of workers employed 24	
i. Type of Establishment (factory, mine, wholesaler, etc.) Others		j. Identify principal product or service Employment education and advocacy for day laborers and domestic workers	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 3 _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)  --See additional page--			
3. Full name of party filing charge (if labor organization, give full name, including local name and number) (b) (6), (b) (7)(C) Title:			
4a. Address (Street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)		4b. Tel. No. (b) (6), (b) (7)(C)	
		4c. Cell No.	
		4d. Fax No.	
		4e. e-Mail (b) (6), (b) (7)(C)	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)			
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. (b) (6), (b) (7)(C)	
By (b) (6), (b) (7)(C) (signature of representative or person making charge)		Office, if any, Cell No.	
Title: (b) (6), (b) (7)(C) (Print/type name and title or office, if any)		Fax No.	
Address (b) (6), (b) (7)(C)		e-Mail (b) (6), (b) (7)(C)	
		09/11/2019 11:03:24 (date)	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)****PRIVACY ACT STATEMENT**Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

## Basis of the Charge

### 8(a)(3)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) joined or supported a labor organization and in order to discourage union activities and/or membership.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2019

### 8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages and/or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2019

### 8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2019



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 19  
915 2nd Ave Ste 2948  
Seattle, WA 98174-1006

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (206)220-6300  
Fax: (206)220-6305



Download  
NLRB  
Mobile App

September 12, 2019

(b) (6), (b) (7)(C)

Casa Latina  
317 17th Ave S  
Seattle, WA 98144

Re: Casa Latina  
Case 19-CA-248133

Dear (b) (6), (b) (7)(C):

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney RICHARD C. FIOL whose telephone number is (206) 220-6335. If this Board agent is not available, you may contact Deputy Regional Attorney MARTIN ESKENAZI whose telephone number is (206) 220-6289.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlrb.gov](http://www.nlrb.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

**Procedures:** We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, [www.nlr.gov](http://www.nlr.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Ronald K. Hooks". The signature is written in a cursive, flowing style.

RONALD K. HOOKS  
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

lu

**QUESTIONNAIRE ON COMMERCE INFORMATION**

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

Casa Latina

19-CA-248133

**1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)****2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify )**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION  
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

**4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS****5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

**9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates )**

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.  
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.  
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.  
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (*Check the largest amount*):☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. **Did you begin operations within the last 12 months?** If yes, specify date: \_\_\_\_\_**10 ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

**12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE**

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

**UNITED STATES OF AMERICA**  
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**CASA LATINA**

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

**Case 19-CA-248133**

**AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, state under oath that on September 12, 2019, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

(b) (6), (b) (7)(C)

Casa Latina  
317 17th Ave S  
Seattle, WA 98144

September 12, 2019

Date

Dennis Snook, Designated Agent of NLRB

Name

/s/ *Leila Nomoto*

Signature



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 19  
915 2nd Ave Ste 2948  
Seattle, WA 98174-1006

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (206)220-6300  
Fax: (206)220-6305



Download  
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Mobile App

September 12, 2019

(b) (6), (b) (7)(C)

Re: Casa Latina  
Case 19-CA-248133

Dear (b) (6), (b) (7)(C):

The charge that you filed in this case on September 11, 2019 has been docketed as case number 19-CA-248133. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney RICHARD C. FIOL whose telephone number is (206) 220-6335. If this Board agent is not available, you may contact Deputy Regional Attorney MARTIN ESKENAZI whose telephone number is (206) 220-6289.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlrb.gov](http://www.nlrb.gov), or from an NLRB office upon your request.

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**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.



**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Ronald K. Hooks". The signature is written in a cursive, flowing style.

RONALD K. HOOKS  
Regional Director

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

(b) (6), (b) (7)(C)

and

CASE

☐ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

☐ GENERAL COUNSEL  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF \_\_\_\_\_

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☐ REPRESENTATIVE IS AN ATTORNEY

☐ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

OFFICE TELEPHONE NUMBER: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

SIGNATURE: Cayle Phelps - Spelt  
(Please sign in ink.)

DATE: 9/20/19

<sup>1</sup> IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 19  
915 2nd Ave Ste 2948  
Seattle, WA 98174-1006

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (206)220-6300  
Fax: (206)220-6305

April 30, 2020

(b) (6), (b) (7)(C)

Re: Casa Latina  
Case 19-CA-248133

Dear (b) (6), (b) (7)(C):

We have carefully investigated and considered your charge that Casa Latina has violated the National Labor Relations Act.

**Decision to Dismiss:** Based on that investigation, I have decided to dismiss your charge because there is insufficient evidence to establish a violation of the Act.

**Charging Party's Right to Appeal:** The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

**Means of Filing:** You must file your appeal electronically or provide a written statement explaining why electronic submission is not possible or feasible (Written instructions for the NLRB's E-Filing system and the Terms and Conditions of the NLRB's E-Filing policy are available at [www.nlr.gov](http://www.nlr.gov). See [User Guide](#). A video demonstration which provides [step-by-step instructions](#) and frequently asked questions are also available at [www.nlr.gov](http://www.nlr.gov). If you require additional assistance with E-Filing, please contact [E-File@NLRB.gov](mailto:E-File@NLRB.gov)).

You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. If you cannot file electronically, please send the appeal and your written explanation of why you cannot file electronically to the **General Counsel** at the **National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

**Appeal Due Date:** The appeal is due on **May 14, 2020**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than May 13, 2020. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be

received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

**Extension of Time to File Appeal:** The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before May 14, 2020**. The request may be filed electronically through the *E-File Documents* link on our website [www.nlr.gov](http://www.nlr.gov), by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after May 14, 2020, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

**Confidentiality:** We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,



RONALD K. HOOKS  
Regional Director

Enclosure

cc: (b) (6), (b) (7)(C)

Casa Latina  
317 17th Ave S  
Seattle, WA 98144

Carson Phillips-Spotts, Attorney  
Barnard Iglitzin & Lavitt, LLP  
18 W Mercer St, Ste 400  
Seattle, WA 98119-3971

klm

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

**APPEAL FORM**

To: General Counsel  
Attn: Office of Appeals  
National Labor Relations Board  
1015 Half Street SE  
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

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Case Name(s).

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Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

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*(Signature)*

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER****DO NOT WRITE IN THIS SPACE**Case  
19-CA-248695Date Filed  
9/18/2019**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

<b>1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT</b>			
a. Name of Employer Casa Latina		b. Tel. No. (b) (6), (b) (7)(C)	
		c. Cell No.	
		f. Fax No.	
d. Address (Street, city, state, and ZIP code) 317 17th Avenue S WA Seattle 98144-_____		e. Employer Representative (b) (6), (b) (7)(C)	
		g. e-Mail (b) (6), (b) (7)(C)@casa-latina.org	
		h. Number of workers employed 20	
i. Type of Establishment (factory, mine, wholesaler, etc.) Others		j. Identify principal product or service Daily Worker Center	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 3 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)  --See additional page--			
3. Full name of party filing charge (if labor organization, give full name, including local name and number) (b) (6), (b) (7)(C) Title:			
4a. Address (Street and number, city, state, and ZIP code)  (b) (6), (b) (7)(C)		4b. Tel. No. (b) (6), (b) (7)(C)	
		4c. Cell No.	
		4d. Fax No.	
		4e. e-Mail (b) (6), (b) (7)(C)	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)			
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. (b) (6), (b) (7)(C)	
By (b) (6), (b) (7)(C) (signature of representative or person making charge)		Office, if any, Cell No.	
Title: (b) (6), (b) (7)(C) (Print/type name and title or office, if any)		Fax No.	
Addre (b) (6), (b) (7)(C)		e-Mail (b) (6), (b) (7)(C)	
		09/18/2019 20:14:19 (date)	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)****PRIVACY ACT STATEMENT**Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

## Basis of the Charge

### 8(a)(3)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) joined or supported a labor organization and in order to discourage union activities and/or membership.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7) -2019
(b) (6), (b) (7)(C)	(b) (6), (b) (7) -19

### 8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages and/or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7) /19

### 8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7) /2019



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 19  
915 2nd Ave Ste 2948  
Seattle, WA 98174-1006

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (206)220-6300  
Fax: (206)220-6305



Download  
NLRB  
Mobile App

September 23, 2019

(b) (6), (b) (7)(C)

Casa Latina  
317 17th Avenue S  
Seattle, WA 98144

Re: Casa Latina  
Case 19-CA-248695

Dear (b) (6), (b) (7)(C):

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney Richard C. Fiol whose telephone number is (206)220-6335. If this Board agent is not available, you may contact Officer In Charge Jessica Dietz whose telephone number is (503)326-3289.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board



agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

**Procedures:** We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, [www.nlr.gov](http://www.nlr.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB

office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Ronald K. Hooks". The signature is written in a cursive, flowing style.

RONALD K. HOOKS  
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

**QUESTIONNAIRE ON COMMERCE INFORMATION**

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

19-CA-248695

**1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)****2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify )**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION  
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

**4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS****5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

**9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates )**

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.  
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.  
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.  
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (*Check the largest amount*):☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. **Did you begin operations within the last 12 months?** If yes, specify date: \_\_\_\_\_**10 ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

**12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE**

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

**UNITED STATES OF AMERICA**  
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**CASA LATINA**

Charged Party

and

**(b) (6), (b) (7)(C)**

Charging Party

**Case 19-CA-248695**

**AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, state under oath that on September 23, 2019, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

**(b) (6), (b) (7)(C)**

Casa Latina  
317 17th Avenue S  
Seattle, WA 98144

September 23, 2019

Date

Leila Robles, Designated Agent of NLRB

Name

/s/ Leila Robles

Signature



18 West Mercer Street, Suite 400  
Seattle, WA 98119

**TEL** (800) 238.4231

**FAX** (206) 378.4132

**Carson Phillips-Spotts**

*Associate*

**DIR** (206) 257-6031

phillips@workerlaw.com

*Original filed via the efiling system at nlr.gov*

February 25, 2020

Ronald Hooks  
Richard C. Fiol  
National Labor Relations Board, Region 19  
915 2nd Ave., Ste. 2948  
Seattle, WA 98174

RE: Casa Latina  
Case Nos. 19-CA-248133, 19-CA-248695  
BIL File No. 6515-008

Dear Rich:

Please accept this position statement in support of Casa Latina in the above-referenced matter. As discussed in detail below, after complainant (b) (6), (b) (7)(C) was passed over for a promotion, and a new supervisor began managing the complainants, their work performance steeply declined and their attitudes toward their work soured. After multiple failed attempts at counseling and improvement plans, Casa Latina made the decision to terminate the complainants' employment to preserve both the quality of Casa Latina's programming and its reputation in the community.

The complainants' allegation that they were fired for engaging in protected activity is simply without merit. As a preliminary matter, Casa Latina management was unaware of the complainants' protected activity. Moreover, Casa Latina harbored no ill will toward unionization; to the contrary, it supported its employees' decision, and voluntarily recognized the union as the employees' exclusive bargaining agent. Casa Latina did not terminate the complainants' employment for their protected activities; it terminated their employment for their protracted failure to fulfill the obligations of their post. For these reasons, the Region should dismiss the charges.

## FACTUAL OVERVIEW

### A. Casa Latina.

Casa Latina was founded in 1994—around the same time an unprecedented number of Latino workers arrived in the Seattle area. Casa Latina, *About Casa Latina*, <https://casa-latina.org/about-us>. Casa Latina is a nonprofit “immigrant workers organization” whose mission

is to “empower[] low-wage Latino immigrants to move from economic insecurity to economic prosperity and lift their voices to take action around public policy issues that affect them.” *Id.*

To carry out this mission, Casa Latina provides an array of services falling within three major categories: (1) education; (2) community organizing; and (3) employment. *See* Affidavit of (b) (6), (b) (7)(C), (b) (7)(D) at 1. Through its educational programs, Casa Latina offers immigrant workers free English classes, job-skills training, and workers’ rights workshops. Casa Latina, *Casa Latina Programs*, <https://casa-latina.org/programs>.

Casa Latina’s community organizing efforts include developing “strong voices in the Latino community through activities such as civic engagement, immigration reform advocacy, women’s leadership groups, and day laborer and domestic organizing.” *Id.*

Lastly, Casa Latina operates a Worker Center that dispatches domestic workers and day laborers. In addition to dispatching workers to thousands of well-paying jobs, Casa Latina also provides vital training in areas such as workplace safety, ergonomics, green cleaning, and general job skills. *Id.*

Casa Latina is (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), (b) (7)(D) at 1. In addition to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) is active in the labor movement; (b) (6), (b) (7)(C) serves on both the King County and Washington State labor councils. Along with (b) (6), (b) (7)(C), the Casa Latina management team includes (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) *Id.*

## **B. The Complainants.**

At the time of their terminations, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (referred to collectively as complainants) worked for Casa Latina as (b) (6), (b) (7)(C) in the employment sector of the organization. (b) (6), (b) (7)(C) was initially hired by Casa Latina in (b) (6), (b) (7)(C), and became a (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2013. (b) (6), (b) (7)(C) was hired as a (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C). For the relevant timeframe, the complainants were the only (b) (6), (b) (7)(C) and worked almost exclusively in tandem.

As (b) (6), (b) (7)(C) the complainants were tasked with performing various workshops for workers participating in Casa Latina’s Day Workers’ initiative. The complainants were not only responsible for preparing programming for workshops held at Casa Latina, but they were also dispatched throughout the community to conduct the trainings at various locations, from Home Depot to the Mexican Consulate. For example, Casa Latina collaborates with the state Department of Labor & Industries to develop presentations and curricula about workplace health and safety issues. (b) (6), (b) (7)(C), (b) (7)(D) at 2. Puget Sound Clean Air Agency, another Casa Latina partner, sends its staff to participate in Casa Latina outreach efforts to add their expertise on worker safety issues such as the danger of asbestos and best practices for safely handling that material. *Id.* The Mexican Consulate is yet another community partner. Through this partnership, the Consulate opens its doors for Casa Latina to conduct workshops

and outreach, thereby providing Casa Latina a unique platform to spread its mission and values at a venue Mexican nationals trust and rely on for an array of social and governmental services.

These external workshops are born largely from community partnerships Casa Latina has cultivated over time. These engagements not only allow Casa Latina to extend its outreach efforts, they—in some cases—provide funding that is vital to the organization’s very existence. Unsurprisingly, then, when Casa Latina bestowed the title of workforce development trainer on the complainants, it expected that they would preserve and bolster these relationships by providing quality service and serving as stewards of the organization in the community at large.

### C. Complainants’ Repeated Transgressions Result in Termination.

In the summer of 2018, (b) (6), (b) (7)(C)—who then served as the (b) (6), (b) (7)(C)—was informed that the complainants arrived late to a training held at Casa Latina, and were generally unprepared for the presentation. The complainants’ failure to start the program on time resulted in unnecessary delays which impacted not only their presentation, but also the other programming that was scheduled that day. In response to these concerns, (b) (6), (b) (7)(C) met with both (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) and verbally counseled them on their poor work performance and reminded them of their obligation to arrive to scheduled trainings early enough to have adequate time to address any preliminary issues and start the programming by the scheduled start time.

In the fall/winter 2018, it was decided that (b) (6), (b) (7)(C) would be transitioning out of (b) (6), (b) (7)(C) and into a (b) (6), (b) (7)(C) position. Casa Latina decided to create a (b) (6), (b) (7)(C) position in late 2018. When complainants were informed of the job opportunity, they suggested that they *both* be promoted to fill the managerial role. Casa Latina informed the complainants that this proposal was economically unfeasible, but that it would consider both of their applications individually.

Casa Latina decided to hire (b) (6), (b) (7)(C), who was then employed in a different department within Casa Latina ((b) (6), (b) (7)(C) for the (b) (6), (b) (7)(C) position. Both (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) were dismayed with the decision; after (b) (6), (b) (7)(C) was not selected for the position, (b) (6) confided in (b) (6), (b) (7)(C) that (b) (6) wanted to seek employment elsewhere.

It is around this time that (b) (6), (b) (7)(C) and others within the organization noted a marked decline in the complainants’ work performance and attitude toward their duties.

In December 2018, shortly after (b) (6), (b) (7)(C) took over as the (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) began receiving complaints from Casa Latina’s community partners about (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) job performance and conduct while on the job. For example, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), complained that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) showed little interest in their work, and would try to hurriedly finish so they could leave as quickly as possible. See Ex. A. To attempt to curb this issue, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) asked that (b) (6), (b) (7)(C) accompany the complainants to all future workshops. *Id.*

(b) (6), (b) (7)(C), a (b) (6), (b) (7)(C), complained to (b) (6), (b) (7)(C) that the complainants showed a lack of interest in their work, and that they were unreliable as they would make appointments and fail to follow through. *Id.* In conversations with (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) cast doubt on the viability of a continued partnership between the two entities.

Around that same time, (b) (6), (b) (7)(C) alerted (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) had engaged in a public, verbal altercation at the Mexican Consulate that involved (b) (6), (b) (7)(C) using inappropriate language and being disrespectful to consulate staff. *Id.* (b) (6), (b) (7)(C) also informed (b) (6), (b) (7)(C) that on numerous occasions prior, (b) (6), (b) (7)(C) had engaged in conversations on inappropriate and irrelevant topics.

Apart from community partners, Ulate also received complaints from a Casa Latina volunteer assigned to work with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). The volunteer stated that the complainants often arrived late for their assignments which evinced their lack of commitment to their job duties.

In response to the flood of reports of poor work performance and unprofessional behavior, Casa Latina took action in an attempt to remedy these issues and move forward. Casa Latina issued both complainants discipline on (b) (6), (b) (7)(C) 2018: a verbal warning for (b) (6), (b) (7)(C) and a written warning for (b) (6), (b) (7)(C). Casa Latina decided to begin at a lower level of disciplinary action for (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) had been employed at Casa Latina for a relatively short period of time, and Casa Latina management wanted to give (b) (6), (b) (7)(C) a full opportunity to conform (b) (6), (b) (7)(C) behavior and performance to Casa Latina's expectations.

(b) (6), (b) (7)(C) warning letter explains that (b) (6), (b) (7)(C) was disciplined because (b) (6), (b) (7)(C) "job performance has fallen below acceptable expectations." Ex. B. These job performance issues included a failure to meet assigned deadlines, turning in incomplete work, and flouting (b) (6), (b) (7)(C) work priorities. *Id.* The letter also details that Casa Latina had "received complaints from 3 external partners lately about your work and lack of professionalism: low level of interest in the work, slow work, not being prepared for training, and lack of timely communication." *Id.* The letter sets forth Casa Latina's expectations of (b) (6), (b) (7)(C) moving forward, including that (b) (6), (b) (7)(C) "be on time for training events and prepared for presentations or work with our community partners." *Id.* The letter states further that (b) (6), (b) (7)(C) would meet with (b) (6), (b) (7)(C) during the first week of January to evaluate his progress, and that (b) (6), (b) (7)(C) "[f]ailure to improve (b) (6), (b) (7)(C) job performance may result in further disciplinary action." *Id.*

(b) (6), (b) (7)(C) verbal warning dealt with substantially the same issues covered in (b) (6), (b) (7)(C) written warning. *See* Ex. C. In an email to (b) (6), (b) (7)(C) following up on the verbal warning, (b) (6), (b) (7)(C) recounted that in the meeting "we talked about some complaints we received from our work, which indicated a lack of interest, lack of preparation for workshops and late arrivals." *Id.* In the email, (b) (6), (b) (7)(C) sets forth a plan of action to clarify (b) (6), (b) (7)(C) job responsibilities and improve (b) (6), (b) (7)(C) job performance, including a requirement that Ulate accompany (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) to workshops with Puget Sound Clean Air Agency, as well as reminders that (b) (6), (b) (7)(C) is responsible for announcing the workshops 15 minutes before they begin, coming prepared with all necessary



materials, and resetting the room after he finishes the workshop. *Id.* (b) (6), (b) (7)(C) wrote further that (b) (6), (b) (7)(C) would meet with (b) (6), (b) (7)(C) each month to discuss progress, in the hopes that by working together they could “avoid these complaints” in the future. *Id.*

Despite the clear expectations encapsulated in the (b) (6), (b) (7)(C), 2018, warnings, the complainants refused to take steps to improve their work performance. Specifically, they continued to arrive late to workshops and behave unprofessionally. *See, e.g.,* Exs. D, E (reminding complainants of requirement to show up 15 minutes before the workshop is scheduled to begin). On January 14, 2019, for example, complainants arrived late to a training, thereby requiring (b) (6), (b) (7)(C) to step in and make the preliminary announcements for them. On February 6, (b) (6), (b) (7)(C) late arrival to work left a client waiting for approximately one hour. During a February 15, 2019, workshop at the University of Washington, (b) (6), (b) (7)(C) had to admonish (b) (6), (b) (7)(C) to behave professionally. And, in March of 2019, Casa Latina partner Puget Sound Clean Air Agency renewed its request that (b) (6), (b) (7)(C) accompany complainants to their workshops.

The complainants’ continued derogation of their job duties, and their failure to take meaningful steps to correct their behavior required Casa Latina to terminate their employment effective (b) (6), (b) (7)(C), 2019. This action was not taken lightly, but it was necessary to maintain the integrity of Casa Latina’s programs and the community relationships it cultivated over more than two decades. In making this decision, Casa Latina relied on the complainants’ history of poor work performance, the various unsuccessful attempts Casa Latina made to help them improve work performance, and the terms of Casa Latina’s Employee Handbook, which set forth a system of progressive discipline. *See* Ex. F.

The termination letters issued to the complainants set forth in detail the various performance issues that precipitated the decision to end their employment. *See* Exs. G, H. For (b) (6), (b) (7)(C), this included habitual tardiness, inappropriate discussions with co-workers, mismanagement of (b) (6), (b) (7)(C) schedule, and general lack of interest/participation in trainings. Ex. G. (b) (6), (b) (7)(C) letter explains that (b) (6), (b) (7)(C) was terminated for (b) (6), (b) (7)(C) continued failure to arrive on time for workshops, (b) (6), (b) (7)(C) accounting errors, as well as (b) (6), (b) (7)(C) poor attitude toward community partners and fellow staff members. Ex. H.

While Casa Latina had no obligation to do so, it provided both (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) with two weeks’ pay and benefits as a severance.

#### **D. The Union Organizing Drive at Casa Latina.**

Sometime in 2018, Casa Latina management learned for the first time that Casa Latina staff desired to unionize, and that they were interested in having the Office and Professional Employees International Union, Local 8 (Union) serve as their exclusive bargaining agent. (b) (6), (b) (7)(C), (b) (7)(D) at 2. When (b) (6), (b) (7)(C) learned of the organizing effort, (b) (6), (b) (7)(C) spoke with Casa Latina’s (b) (6), (b) (7)(C)—a former union organizer (b) (6), (b) (7)(C)—to discuss. *Id.* The two decided then that Casa Latina would support its employees’ decision with regard to unionization and that the organization would voluntarily recognize the Union once it obtained majority support.

During the organizing drive, Casa Latina allowed employees to use its facilities to hold Union meetings during break times and after hours. *Id.*

While (b) (6), (b) (7)(C) and the rest of the managerial staff—including (b) (6), (b) (7)(C)—understood that many employees favored unionization and were involved in the preliminary organizing efforts, they initially did not know which *specific* employees were spearheading the movement. It was not until the day of the union card check in early October 2018 that (b) (6), (b) (7)(C) learned for the first time that two employees were leading the staff organizing efforts: (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). *Id.* (b) (6), (b) (7)(C) has since left Casa Latina to accept a union organizing position, and (b) (6), (b) (7)(C) has been promoted to a (b) (6), (b) (7)(C) position within the organization. *Id.*

The complainants allege that they were elected to the Union bargaining committee on or about December 12, 2018. However, Casa Latina management was not made aware at that time that the election took place or who was selected to serve on that committee. Indeed, (b) (6), (b) (7)(C) first learned of the composition of the Union’s bargaining committee when the parties sat down to bargain a first contract in (b) (6), (b) (7)(C) of 2019—approximately two months after Casa Latina terminated the complainants’ employment.

#### **E. The Complainants’ Allegations.**

On September 11, 2019, complainants filed the instant Board charges asserting Section 8(a)(3) and 8(a)(1) violations against Casa Latina. Field Attorney Fiol issued a letter on November 26, 2019, detailing the substance of those allegations. In that letter he explained that the charges allege that complainants were “discharged on (b) (6), (b) (7)(C) 2019, for engaging in protected concerted and union activity. The evidence shows that they were both targeted for discharge upon their election to the Union’s bargaining committee, which occurred on or about December 12, 2018.”

For the reasons that follow, these claims are fatally flawed and should be dismissed.

### **ARGUMENT AND AUTHORITY**

#### **A. Section 8(a)(3), Generally.**

Section 8(a)(3) of the National Labor Relations Act (Act) makes it an unfair labor practice for an employer to discriminate “in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization.” 29 U.S.C. § 158(a)(3). In analyzing claims brought under Section 8(a)(3), the Board applies the burden-shifting framework set forth in *Wright Line*, 251 NLRB 1083, 1089 (1980). *See, e.g., Basic Indus.*, 348 NLRB No. 89 (2006); *Bridgestone Firestone S.C.*, 350 NLRB No. 52 (2007).

Under the *Wright Line* analysis, the General Counsel bears the initial burden of putting forth “evidence sufficient to support the inference that protected conduct was a ‘motivating factor’ in the employer’s decision.” *Wright Line*, 251 NLRB at 1089; *see also NLRB v. Ford*

*Radio Mica Corp.*, 258 F.2d 457, 461 (1958) (“The burden is upon the General Counsel for the Board to show that the employer knew the employees were engaging in protected activities.” *Id.* Thus, to prove an 8(a)(3) violation, the General Counsel is required to establish four elements: (1) that the employee engaged in (or refrained from engaging in) protected activity; (2) the employer had knowledge of such conduct on the part of the employee; (3) that the employer engaged in conduct affecting the employee’s terms or conditions of employment; and (4) the employer’s conduct was intended to discourage or encourage employees to engage in or refrain from engaging in protected concerted activity. *See id.* Only after the General Counsel has made this prima facie showing does the burden shift to the employer to prove that “the same action would have taken place even in the absence of the protected conduct.” *See Roure Bertrand Dupont, Inc.*, 271 NLRB No. 78 (1984).

Here, Casa Latina does not dispute the complainants’ contentions regarding elements (1) and (3) above, i.e., that they engaged in protected activity when they assumed leadership positions within the newly-formed union, and that the decision to terminate impacted the terms and conditions of their employment.

The complainants’ claims are legally deficient, however, because they cannot prove the second and fourth elements above, i.e., that Casa Latina knew that the complainants had engaged in protected activity, and that Casa Latina sought to discourage that activity by terminating their employment. For these reasons, the Region should dismiss the claims.

**B. At the Time it Made the Decision to Terminate, Casa Latina Was Not Aware of Complainants’ Protected Activities.**

Proof of the employer’s knowledge of the employees’ protected activity is a prerequisite to a finding of a violation under Section 8(a)(3).<sup>1</sup> *See Reynolds Elec.*, 342 NLRB No. 16 (2004). Without this evidence, there can be no suggestion—let alone inference—that the employees’ protected activity served as a “motivating factor” in the employer’s decision to take the employment action. Because the complainants cannot establish this fundamental element, their claims should be dismissed.

*Dallas & Mavis Specialized Carrier Co.* 246 NLRB No. 27 (2006) is on point. There, the administrative law judge found that the employer violated Section 8(a)(3) when it terminated three employees just days after the employees attended a union meeting, signed a representation petition and organizing letter, and wore union buttons on the job. *Id.*

On review, the Board reversed the ALJ’s decision that the discharges violated the Act, holding that the ALJ erred in finding that the employer had knowledge of the employees’ protected activities, as is required under the *Wright Line* analysis. *Id.* On this point, the Board

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<sup>1</sup> The Board has relaxed the knowledge requirement in cases involving indiscriminate layoffs, *Davis Supermarkets, Inc. v. NLRB*, 2 F.3d 1162, 1168-69 (D.C. Cir. 1993), and where it is alleged that the employer has taken adverse action against an employee to lend credence to its pretextual reason for taking an unlawful adverse action against another employee, *see West Maui Resort Partners, Ltd. P’ship*, 340 NLRB No. 94 (2003). Neither of these circumstances is present here.

emphasized that when the employer made the decision to terminate, it *had not yet received* the representation petition, and thus would not have known which employees signed. *Id.* The Board noted further that no supervisor had observed the employees wearing union paraphernalia at work.

The Board explained that the employer's *general* knowledge of its employees' organizing efforts was insufficient to infer that the employer had knowledge that the discharged employees *specifically* were engaged in protected activity. "As of [the date of termination] the Respondent certainly had reason to believe that many of its employees were engaged in union activity, but apart from [a Union activist] there is no evidence showing why it would know or suspect the involvement of *any particular employee*." *Id.* (emphasis added).

The Board also rejected the argument that the timing of the discharges—without more—was sufficient to create an inference that the employer knew of the protected activity: "[W]hile the discharges took place soon after the Union's recognition demand, they took place *immediately after*" the alleged misconduct.

Such is the case here. While the complainants allege that they were terminated for supporting the Union—and in particular for serving on the Union's bargaining committee—Casa Latina did not know of their Union activities at the time it made the decision to terminate. Indeed, (b) (6), (b) (7)(C) learned of the Union organizing drive shortly after it began, and knew that certain employees—like (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)—were involved, but (b) (6) did not know that the complainants were active in that campaign. (b) (6), (b) (7)(C), (b) (7)(D) at 2. Similarly, (b) (6), (b) (7)(C) was not alerted by the Union or anyone else when the complainants were elected to serve on the bargaining committee. It was only in (b) (6), (b) (7)(C) 2019—approximately two months after the complainants were discharged—that (b) (6), (b) (7)(C) met with Union representatives to bargain the parties' first contract and learned for the first time who was on the bargaining committee. *Id.* at 5.

(b) (6), (b) (7)(C) experiences mirror those of (b) (6), (b) (7)(C). While (b) (6), (b) (7)(C) understood in the fall of 2018 that Casa Latina staff had undertaken the task of unionizing, (b) (6), (b) (7)(C) did not recognize the complainants as having assuming elevated leadership roles in that movement; their support for the Union was not clear on the surface. And like (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) was never put on notice of the results of the internal Union election that named the complainants to the bargaining committee.

Simply put, there is no evidence that, at the time Casa Latina terminated the complainants' employment, it had any idea that the complainants were on the bargaining committee. Furthermore, while Casa Latina may have had "reason to believe" that many of its employees supported the Union, it was not presented with any specific and individualized evidence that would cause it to believe that the complainants, *in particular*, were active in the Union.

Accordingly, the complainants cannot carry their burden under *Wright Line* to prove that Casa Latina knew of their protected activities.

**C. The Complainants Were Terminated for Their Failure to Improve Job Performance After Being Afforded Notice and an Opportunity to Correct Their Behavior.**

Even if complainants could establish that at the time they were terminated, Casa Latina knew that they had been elected to the bargaining committee, which they cannot, their claims would still fail because they could not possibly prove that this activity was a “motivating factor” in Casa Latina’s decision to terminate.

Proof of an employer’s unlawful motive may be established through either direct evidence—e.g., an employer’s admission that it was motivated by the employees’ protected activity when it made the decision to terminate—or through circumstantial evidence that creates a *reasonable* inference that the employer acted with an unlawful motive. *See Edelco, Inc.*, 321 NLRB 857 (1996) As a preliminary matter, there is no *direct* evidence that Casa Latina was motivated by the complainants’ union activities in terminating their employment; accordingly, the General Counsel will be required to establish this element through circumstantial evidence. As explained in more detail below, this he will not be able to do.

In determining whether an employer acted with unlawful motivation for the purposes of Section 8(a)(3), the Board often looks to whether the employer generally harbored animus toward the union. *See, e.g., Sunrise Health Care Corp.*, 334 NLRB No. 111 (2001) (“Unlawful motive can be proven by direct evidence or by circumstantial evidence which would establish general animus.”). No such evidence can be found here.

Casa Latina has been nothing but supportive of its employees’ decision to unionize. The organization’s openness to unionization is reflected in its mission as a pro-worker entity, and is exemplified at the highest rung of its leadership structure: its (b) (6), (b) (7)(C) [REDACTED], is active in state and regional labor matters and holds leadership positions on the state and county labor councils. That Casa Latina harbored no ill will toward the Union is evinced by the collaborative nature of the organizing process. Casa Latina provided access to its facilities for employees who wished to attend Union meetings and learn more about the organizing process. And, when the Union had obtained support from the majority of employees in the unit, Casa Latina gladly and voluntarily recognized the Union as the employees’ exclusive bargaining agent. Under this backdrop, the complainants’ allegations that they were discriminated against because of their union affiliation become even less plausible.

In addition to anti-union animus, the Board also considers the timing of the discipline in relation to the protected activity as a factor in determining if an employer acted with unlawful motives. *See Gaetano & Assocs. Inc.* 344 NLRB 531 (2005). Where, for example, the employment action comes on the heels of the protected activity—or the employer being made aware of the protected activity—the Board can potentially infer that that activity was a motivating factor in employment decision. *See id.* (concluding that employer’s decision to initiate mass layoffs just hours after it learned of its employees’ organizing efforts was probative of the employer’s illicit motives). Conversely, a large period of time between the employee’s exercise of protected rights and the contested employment action tends to show that the



employer's decision was in fact *lawful*. See *MECO Corp. v. NLRB*, 986 F.2d 1434, 1437 (D.C. Cir. 1993) (“[T]he eight-month gap between the employees’ last concerted activities and their discharge strongly militates against any inference of anti-union motivation.”).

The timing of the complainants’ discharge here cuts against their theory that they were terminated for engaging in protected activity. The decision to terminate complainants’ employment came approximately *three months* after they were elected to the bargaining committee; during that gap, the complainants were repeatedly counseled for their misconduct and poor job performance, and failed to bring their conduct in conformity with the organization’s expectations. Even more damaging to their case on this point is the fact that the misconduct for which they were terminated first became an issue *before* the organizing even began. Stated simply, Casa Latina’s decision to terminate had everything to do with the complainants’ woeful job performance, and nothing to do with their union activities.

The complainants’ reliance on the timing of (b) (6), (b) (7)(C) 2018 warnings to argue that Casa Latina harbored unlawful motives is fatally flawed for the simple fact that Casa Latina did not *know* at that time who was or was not on the bargaining committee. The complainants cannot impute to Casa Latina knowledge of acts that were not communicated to it, or that could not reasonably be perceived based on the circumstances. For these reasons, too, the complainants’ claims must fail.

#### **D. The Complainants Were Disciplined and Later Terminated in Accordance with Casa Latina’s Reasonable Rules.**

Even if the complainants were able to meet their initial burden under *Wright Line*, their claims are still defective because it is clear that Casa Latina would have terminated their employment even absent their protected activity. See *Roure Bertrand Dupont, Inc.*, 271 NLRB No. 78 (1984).

Casa Latina’s employee handbook sets forth a general scheme of progressive discipline: where employees engage in misconduct or fail to meet performance expectations, they may receive discipline ranging from verbal warnings, written warnings, action plans, and ultimately termination. Ex. F at 7-8. The handbook makes clear that “Termination may result from major or repeated infractions.” Here, the complainants were terminated for both major *and* repeated infractions. The discipline was plainly warranted.

As detailed above, as early as summer 2018, complainants were counseled for tardiness and unprofessionalism. Thereafter, they continued to show up late for trainings, and on numerous occasions failed to adequately prepare for their presentations. To address these issues head-on, Casa Latina issued counseling to each—verbal for (b) (6), (b) (7)(C) and written for (b) (6), (b) (7)(C) and crafted a performance plan with the hopes of alleviating the performance concerns. But to no avail. The complainants continued their unprofessional conduct, which included in (b) (6), (b) (7)(C) case multiple instances of boisterous and disrespectful behavior toward Casa Latina’s community partners. The complainants’ behavior and poor work performance was especially harmful to Casa Latina because they were supposed to serve as stewards for the organization, which relies

heavily on support—both monetary and otherwise—from its community partners. Not only did the complainants' misgivings adversely affect the quality of the individual training sessions they were hired to give, it also placed in jeopardy Casa Latina's longstanding organizational relationships. Their behavior and performance could not be tolerated.

### CONCLUSION

Casa Latina terminated complainants' employment because they refused to adhere to the organization's reasonable expectations, despite being afforded multiple opportunities to do so. Casa Latina did not know that complainants engaged in the protected activity that they claim motivated Casa Latina to terminate their employment. Even *if* Casa Latina had been on notice of these activities, to assume that this was a motivating factor in the decision to terminate would be to improperly ignore the fact that Casa Latina welcomed unionization and voluntarily recognized the union, and to completely overlook the complainants' abysmal work record and repeated failures to improve their work performance. For these reasons, the Region should dismiss these charges.<sup>2</sup>

Respectfully submitted,



Carson Phillips-Spotts  
*Counsel for Casa Latina*

cc: (b) (6), (b) (7)(C)

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<sup>2</sup> For the same reasons, the Region should dismiss complainants' derivative 8(a)(1) claims. *Cf.*, *FMC Corp.*, 290 NLRB No. 62 (dismissing 8(a)(5) allegations along with derivative 8(a)(3) allegations).

# Exhibit A



**From:** (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@casa-latina.org]  
**Sent:** Thursday, (b) (6), (b) (7)(C), 2019 8:06 PM  
**To:** (b) (6), (b) (7)(C); (b) (6), (b) (7)(C); (b) (6), (b) (7)(C)  
**Cc:** (b) (6), (b) (7)(C)  
**Subject:** Additional Details- Feedback Workforce Development  
**Attachments:** Retroalimentacion 2019.docx; Metas que revisaremos el miercoles 23; Metas que revisaremos el miercoles 23; Quejas de trabajo.  
**Importance:** High  
**Follow up Flag:** Follow up  
**Flag Status:** Completed

Hi everyone,

I'm sharing the details about the specific complaints we have received about (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) from Casa Latina's external collaborators and I'm attaching the corresponding evaluations and follow-up emails about priorities and the items I brought to their attention that I constantly have with them.

Also as we agreed, the conversations will take place individually next Monday, I will meet with (b) (6), (b) (7)(C) at 12pm and (b) (6), (b) (7)(C) at 1pm.

These specific cases potentially jeopardize our access to future programs, funds and also impact Casa Latina's reputation and motivation of collaborators:

(b) (6), (b) (7)(C) y (b) (6), (b) (7)(C)

Both collaborators have shared their disagreement with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) work with their visits to the workshops. They told me they lack interest in the presentations they give to the workers in the workshops and that they try to finish fast to leave as soon as possible.

These individuals worry them a lot because on several occasions (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) have ended up giving the Casa Latina presentations to fellow workers at Home Depot, they also shared with me that they felt a negative attitude from (b) (6), (b) (7)(C) when they wanted to give (b) (6), (b) (7)(C) feedback about the situation.

They made these comments to me the first week of December 2018, where they told me that I should go with them for the next visits to the workshops. Today, in my visit to the northern workshops with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), they shared their concerns once again and asked me to continue to accompany them. (b) (6), (b) (7)(C) expressed willingness to speak directly with (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) if they need more details.

(b) (6), (b) (7)(C):

During the month of December, (b) (6), (b) (7)(C) expressed (b) (6), (b) (7)(C) concern to me about (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) lack of interest in the L&I project, since they scheduled telephone meetings they did not attend. (b) (6), (b) (7)(C) expressed (b) (6), (b) (7)(C) frustration over the situation and delays in results since (b) (6), (b) (7)(C) was jeopardizing (b) (6), (b) (7)(C) name as part of this project and was considering stopping (b) (6), (b) (7)(C) collaborating with Casa Latina.

.(b) (6), (b) (7)(C):

In my first meeting with (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) help as a volunteer, (b) (6), (b) (7)(C) told me that (b) (6), (b) (7)(C) felt discontent with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) for their late arrivals to meetings, to their visits to the workshops and the lack of commitment that this reflected, despite the fact that (b) (6), (b) (7)(C) was trying (b) (6), (b) (7)(C) best to help them.

.(b) (6), (b) (7)(C):

(b) (6), (b) (7)(C) contacted me to express (b) (6), (b) (7)(C) concern that (b) (6), (b) (7)(C) had an outburst of anger at the Consulate, using very strong words and confronting the officials. (b) (6), (b) (7)(C) also expressed concern that on several occasions (b) (6), (b) (7)(C) expressed (b) (6), (b) (7)(C) political and personal opinions to visitors and staff at the Consulate, which caused discussions that are neither relevant nor positive. More details about this altercation can be found in the (b) (6), (b) (7)(C) evaluation attached. (b) (6), (b) (7)(C) expressed willingness to speak directly with (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) if they need more details.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) | Casa Latina

317 17 Ave S, Seattle, WA 98144

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@casa-latina.org

[www.casa-latina.org](http://www.casa-latina.org)

**From:** (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]@casa-latina.org]

**Sent:** Thursday, (b) (6), (b) (7)(C) 2019 8:06 PM

**To:** (b) (6), (b) (7)(C)

**Cc:** (b) (6), (b) (7)(C)

**Subject:** Detalles Adicionales- Retroalimentacion Workforce Development

**Attachments:** Retroalimentacion 2019.docx; Metas que revisaremos el miercoles 23; Metas que revisaremos el miercoles 23; Quejas de trabajo.

**Importance:** High

**Follow up Flag:** Follow up

**Flag Status:** Completed

Hola Todos,

Les comparto los detalles sobre las quejas específicas que hemos recibimos sobre (b) (6), (b) (7)(C) y (b) (6), (b) (7)(C) por parte de colaboradores externos a Casa Latina y adjunto las correspondientes evaluaciones e emails de seguimiento sobre prioridades y llamadas de atención que constantemente tengo con el (b) (6), (b) (7)(C).

También como acordamos, las conversaciones el próximo lunes serán individuales, voy a poner una reunión a (b) (6), (b) (7)(C) a las 12pm y a (b) (6), (b) (7)(C) a la 1pm.

Estos casos específicos ponen potencialmente en riesgo nuestro acceso a futuros programas, fondos y también impactan la reputación de Casa Latina y la motivación de los colaboradores.:

(b) (6), (b) (7)(C) y (b) (6), (b) (7)(C) Ambos colaboradores me compartieron su n e iendo (b) (6), (b) (7)(C) y (b) (6), (b) (7)(C) en las visitas a las esquinas. El (b) (6), (b) (7)(C) me contaron la falta de interés en las presentaciones que brindan a los compañeros de las esquinas y que tratan de terminar rápido para irse los más pronto posible.

Estos casos les preocupan bastante porque en varias ocasiones (b) (6), (b) (7)(C) y (b) (6), (b) (7)(C) terminan dando las presentaciones de Casa Latina a los compañeros de Home Depot, también me compartieron que sintieron la actitud negativa que tiene (b) (6), (b) (7)(C) cuando le querían dar retroalimentación acerca de la situación.

Estos comentarios me los hicieron la primera semana de diciembre del 2018, donde me indicaron que en las próximas visitas a las esquinas fuera yo solo con el (b) (6), (b) (7)(C). Hoy en la visita que hice a las esquinas del norte con (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) compartieron una vez más sus preocupaciones y me pidieron el favor de que fuera yo quien continuara acompañándolos. (b) (6), (b) (7)(C) manifestó disposición de hablar directamente con (b) (6), (b) (7)(C) o (b) (6), (b) (7)(C) si requieren más detalles.

(b) (6), (b) (7)(C) Durante el mes de Diciembre, (b) (6), (b) (7)(C) me manifestó su preocupación por la falta de interés demostrada por (b) (6), (b) (7)(C) y (b) (6), (b) (7)(C) en el proyecto de L&I, ya que el (b) (6), (b) (7)(C) estaban poniendo reuniones telefónicas a las cuales no asistían. (b) (6), (b) (7)(C) expreso su frustración por la situación y los retrasos en mostrar resultados ya que (b) (6), (b) (7)(C) estaba comprometiendo su nombre como parte de este proyecto y estaba considerando dejar de colaborar con Casa Latina.

1  
[REDACTED] (b) (6), (b) (7)(C): En mi primer reunión con [REDACTED] (b) (6), (b) (7)(C) sobre su ayuda como voluntario [REDACTED] (b) (6), (b) (7)(C) me comentó que se sentía descontento con [REDACTED] (b) (6), (b) (7)(C) y [REDACTED] (b) (6), (b) (7)(C) por sus llegadas tardías a reuniones, a las visitas a las esquinas y por la falta de compromiso que esto reflejaba, a pesar de que [REDACTED] (b) (6), (b) (7)(C) estaba haciendo todo lo posible por ayudarles.

[REDACTED] (b) (6), (b) (7)(C): Se puso en contacto conmigo para manifestar su preocupación por que [REDACTED] (b) (6), (b) (7)(C) tuvo un arrebato de cólera en el Consulado, usando palabras muy fuertes y enfrentándose con los funcionarios. Además manifestó preocupación porque en diversas ocasiones [REDACTED] (b) (6), (b) (7)(C) ha expresado opiniones políticas y personales a visitantes y personal del Consulado, lo que genera discusiones que no son relevantes ni positivas. Más detalles sobre este altercado se pueden encontrar en la evaluación de [REDACTED] (b) (6), (b) (7)(C) adjunta. [REDACTED] (b) (6), (b) (7)(C) manifestó disposición de hablar directamente con [REDACTED] (b) (6), (b) (7)(C) o [REDACTED] (b) (6), (b) (7)(C) si requieren más detalles.

[REDACTED] (b) (6), (b) (7)(C)  
[REDACTED] (b) (6), (b) (7)(C) | Casa Latina  
317 17 Ave S, Seattle, WA 98144  
[REDACTED] (b) (6), (b) (7)(C)  
[REDACTED] (b) (6), (b) (7)(C)@casa-latina.org  
[www.casa-latina.org](http://www.casa-latina.org)

# Exhibit B



With Dignity and Opportunity

317 17TH AVENUE SOUTH, SEATTLE, WA 98144  
TEL. 206.956.0779 FAX. 206.956.0780

To: (b) (6), (b) (7)(C)

Fr (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 2018

#### Letter of Warning

You have been a valuable member of Casa Latina for numerous years, contributing in several staff positions. However lately your job performance has fallen below acceptable expectations. For that reason I am issuing this warning.

- You have failed to meet deadlines and prioritize tasks with the OSHA and LNI projects: OSHA evaluation report was due on Nov 30. You handed this in with missing sections - when we shifted some of your responsibilities so you could finish the report - not going to the corners - this created difficulties for the rest of the team.
- Slow work on LNI - expanded timeframe due to your specific schedule that was not communicated at the beginning. \_ lack of setting priorities- choosing to go to a fair instead of focusing on that work.
- We have received complaints from 3 external partners lately about your work and lack of professionalism: low level of interest in the work, slow work, not being prepared for training, and lack of timely communication.

My expectations are that during this week of December 17-21 you complete these tasks:

- Catch up with evaluation work (OSHA) - ~~2 1/2~~ days 6 hrs + eval - + 2 hrs <sup>vf</sup> 1/2 + 1/2 to finish eval entries.
- Orientation = 1 day
- 2.1/2 days = prepare 4 PPT and 4 facilitator's guides 5-8 LNI

In addition I expect you to be on time for training events and prepared for presentations or work with

our community partners.

We will meet after the holiday break, on January 2 to evaluate your progress. I hope you can improve your job performance and continue our work together at Casa Latina. Failure to improve your job performance may result in further disciplinary action.

I acknowledge that I have received this letter

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

# Exhibit C



**From:** (b) (6), (b) (7)(C) [mailto:leo@casa-latina.org]  
**Sent:** Monday, (b) (6), (b) (7)(C) 2018 5:37 PM  
**To:** (b) (6), (b) (7)(C)  
**Cc:** (b) (6), (b) (7)(C)  
**Subject:** Complaints about work

(b) (6), (b) (7)(C),

Thank you very much for attending our meeting today.

In this meeting we talked about some complaints we received about our work, which are indicative of a lack of interest, lack of preparation for workshops and late arrivals.

After a conversation with you we will work on a few things to improve our work.

These were the agreements that we will work together:

- (b) (6), (b) (7)(C) will always accompany (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) on their visit to the workshops with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) will analyze if it's necessary to make the visits together with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C).
- We will restructure the responsibilities of the Orientations and Renewals for example:  
Announce the workshops at the DWC 15 minutes before.  
Responsibility for materials (forms, evaluations, etc.)  
Equipment for presentations, prepare, leave in its correct place (computer, etc.)  
Prepare materials for strength and skills test
- (b) (6), (b) (7)(C) will coordinate a meeting on the last Wednesday of each month with everyone involved in the orientations.
- If (b) (6), (b) (7)(C) cannot accompany (b) (6), (b) (7)(C) to the workshops, (b) (6), (b) (7)(C) will accompany him.

During the following weeks we will be working these changes together to avoid these complaints.

Thank you.

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) | Casa Latina  
317 17 Ave S, Seattle, WA 98144  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)@casa-latina.org  
[www.casa-latina.org](http://www.casa-latina.org)

**From:** (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]@casa-latina.org  
**Sent:** Monday, (b) (6), (b) (7)(C), 2018 5:37 PM  
**To:** (b) (6), (b) (6), (b) (7)(C)  
**Cc:** (b) (6), (b) (7)(C)  
**Subject:** Quejas de trabajo.

(b) (6), (b) (7)(C)

Muchas gracias por asistir a nuestra reunión de hoy.

En esta reunión hablamos acerca de algunas quejas que recibimos de nuestro trabajo, donde se indicaron la falta de interés, falta de preparación para talleres y llegadas tarde.

Después de una conversación contigo vamos a trabajar en algunos aspectos para mejorar nuestro de trabajo.

Estos fueron los acuerdos que vamos a trabajar juntos:

- (b) (6), (b) (7)(C) acompañara siempre (b) (6), (b) (7)(C) y (b) (6), (b) (7)(C) a su visita a las esquinas con los compañeros (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) analizara si es necesario que realicemos las visitas junto con (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
- Haremos una reestructuración de las responsabilidades de las Orientaciones y Renovaciones por ejemplo:  
Anunciar los talleres en el DWC 15 minutos antes.  
Responsable de los materiales (formas de machete-evaluaciones-etc.)  
Equipo para las presentaciones, alistar y dejarlo en su lugar correcto (Computadora etc.)  
Preparar materiales para examen de fuerza y habilidad.
- (b) (6), (b) (7)(C) coordinara una reunión el último miércoles de cada mes, con todos los involucrados en las orientaciones.
- Si (b) (6), (b) (7)(C) no puede acompañar por alguna razón (b) (6), (b) (7)(C) a las esquinas, (b) (6), (b) (7)(C) lo acompañara.

Durante las siguientes semanas vamos a estar trabajando estos cambios juntos para evitar estas quejas.

Gracias.

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) | Casa Latina  
317 17 Ave S, Seattle, WA 98144  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)@casa-latina.org  
[www.casa-latina.org](http://www.casa-latina.org)

# Exhibit D

**From:** (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@casa-latina.org]  
**Sent:** Thursday, (b) (6), (b) (7)(C), 2019 6:00 PM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** Goals we will review on Wednesday 23

(b) (6), (b) (7)(C),

The intention of my email was to clarify the goals for this week and to see to it at our meeting on Wednesday.

- Finish collecting the tests for PH
- Visit the consulat tomorrow, Friday
- Work with (b) (6), (b) (7)(C) in the new OSHA workshop
- Plead send me a list of materials that I should buy for the workshop

Notes:

Next week I will share the restructuring that I am working on for the orientation, the proposal consists of some ideas and responsibilities that we have spoken about.

Related to the Orientation and Renewal, I would like to make a comment about last Monday that you should arrive at least 15 minutes before to prepare the materials and make announcements about DWC, we can talk about this next week.

As I informed you all, I will be out of the office tomorrow, but feel free to call me for any questions.

Have a great weekend.

Thank you!

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) | Casa Latina  
317 17 Ave S, Seattle, WA 98144  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)@casa-latina.org  
[www.casa-latina.org](http://www.casa-latina.org)

**From:** (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@casa-latina.org]  
**Sent:** Thursday, January 17, 2019 6:00 PM  
**To:** (b) (6), (b) (6), (b) (7)(C)  
**Subject:** Metas que revisaremos el miercoles 23

(b) (6), (b) (7)(C)

La intención de mi correo aclarar las metas para esta semana y ver (b) (6), el miércoles en nuestra reunión.

- Terminar de recolectar las pruebas para PH
- Visita al consulado mañana viernes
- Trabajar con (b) (6), (b) (7)(C) en el nuevo taller de OSHA.
- Por favor enviarme la lista de materiales que debo comprar para el taller.

**Notas:**

La próxima semana les voy a compartir la restructuración que estoy trabajando para la orientación, la propuesta consiste en algunas ideas que hemos hablado y responsabilidades.

Relacionado a la Orientación y Renovación me gusta hacerles el comentario relacionado al lunes pasado con la renovación, que deberían llegar como mínimo 15 minutos antes para preparar los materiales y hacer los anuncios en el DWC, esto lo podemos conversar la próxima semana.

Como les comente mañana estaré fuera de la oficina, pero sintiesen libres de llamarme para cualquier pregunta.

Que pasen un excelente fin de semana.

Gracias!

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) | Casa Latina  
317 17 Ave S, Seattle, WA 98144  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)@casa-latina.org  
[www.casa-latina.org](http://www.casa-latina.org)

# Exhibit E

**From:** (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]@casa-latina.org]  
**Sent:** Thursday, (b) (6), (b) (7)(C) 2019 6:00 PM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** Goals we will review on Wednesday 23

(b) (6), (b) (7)(C),

The intention of my email was to clarify the goals for this week and to see to it at our meeting on Wednesday.

- Finish Tips #5-6-7 and 8 with the photographs that (b) (6), (b) (7) sent, to have them ready for the meeting with (b) (6), (b) (7).
- Finish the OSHA evaluations that you were working on.
- Continue working on the new OSHA workshop, finish the presentation so that we can review it next week.

Next week I will share the restructuring that I am working on for the orientation, the proposal consists of some ideas and responsibilities that we have spoken about.

Related to the Orientation and Renewal, I would like to make a comment about last Monday that you should arrive at least 15 minutes before to prepare the materials and make announcements about DWC, we can talk about this next week.

As I informed you all, tomorrow I will be out of the office, but feel free to call me for any questions.

Have a great weekend.

Thank you!

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) Casa Latina  
317 17th Ave S, Seattle, WA 98144  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)@casa-latina.org  
[www.casa-latina.org](http://www.casa-latina.org)

**From:** (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@casa-latina.org]  
**Sent:** Thursday, (b) (6), (b) (7)(C) 2019 6:00 PM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** Metas que revisaremos el miercoles 23

(b) (6), (b) (7)(C)

La intención de mi correo aclarar las metas para esta semana y verlo el miércoles en nuestra reunión.

- Terminar los Tips # 5-6-7 y 8 con las fotografías que envió (b) (6), (b) (7)(C) para tenerlos listo para la reunión con (b) (6), (b) (7)(C)
- Terminar las evaluaciones que estabas trabajando de OSHA.
- Continuar trabajando el nuevo taller de OSHA, terminar con la presentación para revisarla juntos la próxima semana.

La próxima semana les voy a compartir la restructuración que estoy trabajando para la orientación, la propuesta consiste en algunas ideas que hemos hablado y responsabilidades.

Relacionado a la Orientación y Renovación me gusta hacerles el comentario relacionado al lunes pasado con la renovación, que deberían llegar como mínimo 15 minutos antes para preparar los materiales y hacer los anuncios en el DWC, esto lo podemos conversar la próxima semana.

Como les comente mañana estaré fuera de la oficina, pero sintiesen libres de llamarme para cualquier pregunta.

Que pasen un excelente fin de semana.

Gracias!

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) | Casa Latina  
317 17th Ave S, Seattle, WA 98144  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)@casa-latina.org  
[www.casa-latina.org](http://www.casa-latina.org)



# Exhibit F

Casa Latina

# **Employee Handbook**

**Approved changes by the Board of  
Directors in January, 2019**

## MISSION STATEMENT

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Casa Latina is a community based organization that gives voice to low-wage immigrant workers. Casa Latina's mission is to empower Latino immigrant workers through educational and employment opportunities.

Casa Latina's vision is for the Latino community to participate fully in the democracy and economy of this country. Our values are learning, social justice, community, respect, democracy and integrity.

Casa Latina develops many leaders from our community who take the initiative to become volunteer leaders. You have probably been one of these volunteer leaders. Now that you have taken the next step of becoming a staff member or a paid leader of Casa Latina, we have some different expectations of you. This handbook will explain what these expectations are, as well as the benefits you will receive as a paid employee of Casa Latina.

The purpose of the personnel policies contained in this manual is to provide a consistent procedure applicable to all employees. The Board of Directors may waive or amend these personnel policies for any reason at any time without notice. The Board will review these policies periodically.

This Handbook is not a contract, express or implied, guaranteeing employment for any specific duration. Although we hope that your employment relationship with us will be for the long term, in the absence of any restrictions in an express written contract, either you or Casa Latina may terminate this relationship at any time, for any reason, with or without cause or notice.

Please read this Handbook thoroughly and retain it for future reference. The policies stated in this Handbook are guidelines only and are subject to the sole discretion of Casa Latina as are all other policies, procedures, benefits and other programs of the organization. From time to time, you may receive updated information concerning any changes in policy. If you have any questions regarding any policies, please ask your Supervisor or the Executive Director.

We wish you the best of success in your position and trust that your employment relationship with Casa Latina will be a rewarding experience.

## TABLE OF CONTENTS

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Mission Statement.....	2
Table of Contents .....	3
Employment.....	5
Employee Status .....	5
Classification .....	5
Introductory Period .....	6
Hours of Work .....	6
Rest Breaks and Meal Breaks (for Non-Exempt Employees) .....	6
Performance Evaluations .....	7
“At-Will” Employer.....	7
Resigning from Casa Latina.....	7
Ongoing Performance Evaluation Program .....	7
Employee Files .....	9
Confidentiality .....	9
Health and Safety.....	9
Pay Practices .....	10
Timesheets and Payday.....	10
Overtime .....	10
Time Away from Work.....	10
Holidays .....	12
Leaves of Absence .....	13
Infant Care Leave of Absence.....	13
Personal Leave of Absence.....	14
Bereavement Leave.....	14
Jury/Witness Duty.....	14
Parent/Teacher Conferences .....	14
Inclement Weather .....	14
Employee Benefits .....	15
Insurance Benefits.....	15

Continuation of Health Insurance upon Termination .....	15
Retirement Plan.....	16
Bus Pass .....	16
Travel and Per Diem .....	16
Training.....	17
Standards of Conduct.....	17
Unlawful Discrimination and Unlawful Harassment.....	17
Equal Opportunity Employer .....	18
Accommodation for Individuals with a Disability .....	19
Drug and Alcohol Policy .....	19
Fraternization .....	20
Open Communications .....	20
Chain of Command/Decision Making .....	22
Attendance and Punctuality .....	22
Personal Phone Calls and Mail .....	22
Use of Technology and Email.....	23
Acceptance of Gifts from Suppliers and Customers.....	23
Employee Acknowledgement .....	24

## EMPLOYMENT

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### Employee Status

You will be informed of your employee status when you are hired. Status changes can be made at any time, based on management discretion and the nature of the job.

**Full-time:** A regular, full-time employee is one who is regularly scheduled to work 40 hours or more per week, including a one hour meal break each day. A full-time employee is entitled to full employee benefits.

**Part-time:** A regular, part-time employee is one who is regularly scheduled to work less than 40 hours each week, including a thirty-minute lunch break each day. A part-time employee may be eligible for certain employee benefits, based on the number of hours worked.

**Temporary:** Temporary Employee is as an individual who works in either a part-time or a full-time position with an assignment lasting less than a year. Temporary Employees are paid only for time worked, and by definition are eligible only for sick time benefits and statutory benefits such as worker's compensation and unemployment compensation. Temporary Employees are not eligible for paid time off, holiday or participation in many of Casa Latina benefit plans unless temporary employees work 20 or more hours per week on a continuous basis for over a year are entitled to health and dental benefits."

**Independent Contractor:** An independent contractor is hired for a specific temporary project with a deadline and does not receive on-going supervision by Casa Latina staff but is judged solely by the quality and timeliness of his/her work product. Independent contractors are not covered by the policies in this document, unless specified.

**Volunteers, Interns, and Externs:** A person who works for Casa Latina as a volunteer or for academic credit while a student, is not an employee for purposes of this Employee Handbook. However, most policies and procedures apply. Volunteers, Interns, and Externs are not eligible for benefits.

**AmeriCorps and VISTA Volunteers:** AmeriCorps and VISTA Volunteers working at Casa Latina are not considered employees. However, all policies and procedures in this manual will apply to them as long as they do not conflict with AmeriCorps and VISTA procedures. In the case of a contradiction, AmeriCorps and VISTA policies will govern. AmeriCorps and VISTA Volunteers are not eligible for benefits.

### Classification

As an employee, your position is classified as either "exempt" or "non-exempt."

**Exempt:** An exempt employee earns a regular salary each pay period, regardless of the number of hours worked. Exempt employees do not receive overtime pay.

**Non-exempt:** A non-exempt employee earns an hourly rate for all hours worked. In addition, non-exempt employees are eligible for overtime pay.

Classification is made based upon the job description, in accordance with the Federal Labor Standards Act (FLSA). As job duties change, it may be necessary to review the classification of your position. Your classification and employee status should be mentioned in your letter of employment. If you have any doubt about your classification, please ask your supervisor.

## **Introductory Period**

The first (90) ninety days of employment with Casa Latina is considered to be an introductory period. During this time, most expectations and job requirements will be communicated to the employee. At the conclusion of this time period, a feedback session will normally occur at which time your Supervisor will evaluate your performance. The successful completion of this period should not be considered as creating a contract or as guaranteeing employment for any specific duration.

During this introductory period, you are expected to evaluate your interest in continued employment with Casa Latina. At the end of the trial period, your Supervisor, to determine whether you will be granted continued employment, shall complete an evaluation. There may be times when the Executive Director will extend the trial period past 90 days.

All employment and compensation with Casa Latina is "at will," which means that your employment can be terminated with or without cause, and with or without notice, at any time, at the option of either Casa Latina or yourself, except as otherwise provided by law.

## **Hours of Work**

Our administrative office is generally open for business from 9:00 am to 5:00 pm. Program hours vary and run from early in the morning to late in the evening. Your actual work hours will be assigned by your Supervisor. You may be required to work additional hours, under certain circumstances. Hours are subject to change.

## **Rest Breaks and Meal Breaks (for Non-Exempt Employees)**

Full-time employees receive a 60-minute unpaid meal break each day. Part-time employees receive a 30-minute unpaid meal break during a five-hour or longer work day.

Employees also receive a 15-minute rest break for every four hours worked. You may take rest breaks intermittently, on an informal basis, throughout the day. For example, this might be time spent making a personal phone call, talking with a co-worker about personal issues, or taking a break away from your desk. Regardless, this time is counted as a rest break and will be considered time worked for payroll purposes.

It is important that you take both your rest and meal breaks during the day. Failure to do so could result in disciplinary action up to and including termination of your employment,

## **Performance Evaluations**

Performance evaluations happen once a year and include a self-appraisal as well as an appraisal from the employee's direct Supervisor. The purpose of the evaluation is to improve your performance and develop your skills.

## **“At-Will” Employer**

Casa Latina is an “at-will” employer. This means that the organization or the employee may terminate the employment relationship at any time, without reason, without cause, and without notice.

Upon termination, all benefits will cease except to the extent the law requires continuation.

Exit interviews may be conducted by the finance director, at the time of termination whether the termination is voluntary or involuntary. You may request an exit interview if one is not initiated by management. If you have information that you do not feel comfortable sharing with your supervisor during the exit interview, please provide this information to the Executive Director prior to your departure. Or, if you are supervised by the ED and don't feel comfortable doing an exit interview with him or her, you may request an exit interview with the chair of the personnel committee of the Casa Latina Board of Directors. The exit interview is a time when the employee has an opportunity to share any comments regarding the organization or his or her work experience.

## **Resigning from Casa Latina**

If you choose to resign from Casa Latina, we ask that you provide a written letter of resignation with two weeks notice to your Supervisor. Paying a staff member if asked to leave before the two- week is a discretion left to the executive director.

Job abandonment, which is failure to not show up for work for five consecutive days without giving any notice, constitutes quitting the job. Employees who leave the organization on good terms are eligible for rehiring. However, after gone for eight months or more they are considered new employees and are not given benefits based on their previous employment tenure.

## **Exit meeting.**

Resigning employees will be scheduled for an exit meeting to ensure that all tools and equipment are returned and to provide an opportunity to discuss any questions or concerns related to employment with Casa Latina. Employees who fail to return any company property, including keys, credit cards, tools, cellular phones, laptops and other equipment, will be deemed ineligible for rehire and may be subject to legal proceedings on behalf of Casa Latina.

## **Ongoing Performance Evaluation Program**

It is our policy to treat each employee with dignity and respect. When situations arise that require a performance discussion, we will treat employees fairly. Discipline for performance and behavioral problems may include verbal and written warnings, plans and actions, demotion, reassignment or termination without prior notice.



Below are some definitions of evaluation types. Depending on the situation and prior performance, your Supervisor may select to counsel you on your performance using any one or more of these types of evaluation forms.

Verbal Warning: A verbal warning is often used in cases of minor offenses and may be documented in writing and placed in the employee file.

Written Warning: A written warning is typically delivered after repeated verbal discussions or in cases of more serious infractions or repeated infractions. The Supervisor will ask the employee to review and sign the document. The written warning is then placed in the employee file and is “active” for 12 months from the date of the infraction. “Active” means that we may continue to address the warning and it may be included in your performance appraisal. If behavior has improved after 12 months, the written warning will generally not be a consideration during subsequent performance evaluations.

Plan and Action for Improvement: This type of performance evaluation typically occurs as a result of a single serious incident or after verbal and written discussions have not resolved the performance issue. Plans and Actions, which may be written documents, should be discussed and signed by the employee and Supervisor, then placed in the employee’s personnel file.

Termination: Termination may result from major or repeated infractions. Any termination decisions should be reviewed with the Executive Director before communicating the decision to the employee. Termination decisions are final. Documentation of the reason for termination will be placed in the employee’s file. We reserve the right to terminate employees at any time with or without cause or advanced notice and with or without compensation except for the time actually worked.

Listed below are behaviors that may result in immediate termination, at the discretion of the Executive Director. This list is not to be viewed as all-inclusive. We reserve the right to take corrective action, up to and including immediate termination, for inappropriate conduct that may not be listed below.

- The use of alcoholic beverages or illegal drugs in the work area or reporting to work intoxicated or under the influence of alcohol or illegal drugs
- Having firearms or other dangerous weapons in the work area
- Making threats against other employees or the organization, or having knowledge of other persons making threats against other employees or the organization and not reporting it to your Supervisor or the Executive Director
- Performing unauthorized work on organization premises, on organization time or with organization resources
- Any form of unlawful harassment of other employees, vendors, volunteers, guests, or program participants
- Unprofessional conduct in the work area including use of foul language
- Refusal to do an assigned task that you are qualified to perform and that is pertinent to your position
- Not following directions or requests made by your Supervisor or the Executive Director (also called insubordination)
- Disregard for safety regulations

- Stealing
- Making false reports
- Altering time cards or other organization records
- Giving or communicating to any non-employee any confidential information about Casa Latina, except as privileged by city, state or federal law.
- Giving advice to break the law
- Misuse, malicious damage or use of equipment without permission.
- Use of mailing machine for personal use
- Supplying false or misleading information
- Excessive absenteeism or tardiness unless otherwise approved
- Discriminating against a fellow employee, vendor, guest, or program participant because of race, color, age, sex, sexual orientation, marital status, religion or disability
- Working overtime without prior approval from management (non-exempt employees)

## **Employee Files**

We maintain a personnel file for each employee. Employees may review their confidential personnel file upon giving twenty-four (24) hours- notice. If you disagree with anything in your file, the employee may write a rebuttal to any information in his/her file that he or she does not agree with, but may not remove any item(s) from the file. Only the Executive Director and the Finance and Administration Director and the employee will have access to his/her personnel file.”

## **Confidentiality**

Casa Latina respects the privacy of all staff members, volunteers, and program participants. Every effort will be made to uphold a policy of confidentiality. Careful custody and handling of staff, volunteer, and program participant information and documents or materials containing confidential information are of great importance. Each employee is responsible for safeguarding against theft, loss, unauthorized use or disclosure of this information. Employees having access to confidential information are responsible for ensuring the appropriate handling, storage, transmission or destruction of this information in a manner that will eliminate loss or misuse. Malicious gossip is discouraged on all levels between staff, volunteers, and program participants at Casa Latina.

1. A signed waiver is needed from program participants to give out identifying information to other agencies or individuals about their involvement with Casa Latina. This is to protect privacy and to ensure that only authorized information is given to others.
2. Intakes and case notes about program participants should be seen only by staff members, unless the program participant has signed a waiver that authorizes sharing intake and case notes with certain others (for example, an attorney in a wage claim case).

## **Health and Safety**

It is the policy of Casa Latina to strive to provide a safe and healthful work environment for all employees. Safety is everyone’s responsibility. Employees are required to report all hazardous or unsafe situations immediately to your Supervisor and the Executive Director. If a work-related injury or accident occurs, please notify your Supervisor or the Executive Director immediately.

## **PAY PRACTICES**

---

### **Timesheets and Payday**

All employees are required to submit timesheets on a timely basis. Timesheets should be submitted first to your Supervisor, for a signature, and then to the Casa Latina Finance Director or person assigned.

Timesheets are to be prepared by all staff on the approved form and submitted semimonthly on the 15th and at the end of the month before 3:00pm. Exceptions to the submittal date and time may occur and will be communicated accordingly.

Timesheets shall be signed by the employee for submission to their immediate Supervisor for his/her review and approval. All employees will be paid on the 5th and the 20th of each month, if those dates fall on a weekend or a holiday, the pay date will be the day preceding this date.

Vacation, holiday, sick, jury duty, bereavement and personal day(s) should be noted appropriately on your timesheet. It is your responsibility to record your attendance and hours accurately.

If a payday falls on a Saturday, Sunday, or holiday, you will be paid on the closest working day prior to the regular payday. Paycheck advances are discouraged and will only be allowed with prior approval from the Executive Director.

### **Overtime**

Only nonexempt employees are eligible for overtime, you will need to record hours worked and leave taken to the nearest quarter hour. If you work more than 40 hours in a work week, you will earn overtime at the rate of one and one-half (1.5) times your regular hourly rate. For your reference, Casa Latina workweek begins at 12:00am on Monday and ends at midnight on the following Sunday. Please note that your supervisor must approve all overtime ahead of time using the overtime approval form.

If the employee works unauthorized overtime, the employee must receive overtime pay for all hours worked, and is subject to disciplinary action for violating the employer's policy.

## **TIME AWAY FROM WORK**

---

### **Vacation**

Casa Latina recognizes the importance of taking vacation time for rest and relaxation. Vacation pay is provided to all regular employees. Vacation accrues each month and can be used as soon as it is accrued. For example, during your first year of employment, you will accrue one vacation day per month. You will be eligible for additional paid vacation upon completion of continuous service, as follows:

	Vacation Days per Year	Monthly Accrual
1 <sup>st</sup> Year	12 days	1 day
2 <sup>nd</sup> Year	15 days	1.25 days
3 <sup>rd</sup> Year	18 days	1.50 days
4 <sup>th</sup> Year	21 days	1.75 days
5 <sup>th</sup> and Subsequent Years	24 days	2 days

Part-time employees will receive pro-rated vacation, based on the number of hours worked. For example, an employee working 20 hours per week (50%) will earn twelve 4-hour or six 8-hour vacation days per year in her first full year of employment.

Temporary and contract employees do not receive paid vacation time.

Vacation use must be approved by your Supervisor. Employees should give an advance notice time of at least one week for an upcoming vacation. All vacation is subject to prior approval by your supervisor and must be requested in 15 minutes increments using the appropriate leave request form. To report vacation time, please note the hours on your timesheet

Casa Latina will close between December 24 and January 1. Most employees will be required to take the intervening work days as vacation days. Under special circumstances and with prior approval of their Supervisor, some employees may work or take unpaid leave during this time.

Employees are expected and encouraged to take their vacation each year. However, we understand that sometimes it is not possible for an employee to take all of his or her vacation in a year. Therefore, each year an employee may carry over to the next year a maximum of one time their annual accrual of accrued and unused vacation; any remaining accrued and unused vacation will be forfeited. For example, if an employee is currently accruing vacation at a rate of three weeks per year, and she/he reaches December 31st with an accrued vacation balance of three weeks, she/he will be permitted to carry over to January 1st only three weeks (1x annual accrual). They will continue to accrue vacation at their annual accrual rate.

Example:

120 hours (3 weeks) accrued throughout 2014

Deduct 50 hours (1.25 weeks) of vacation taken in 2014

Net 70 hours (1.75 weeks) of vacation available at 12/31/2014

70 hours (1.75 weeks) earned in 2014 carryover for use from Jan 1 - December 31, 2015.

Upon termination, all accrued unused vacation, up to a maximum of the amount that can be accrued in one year at your current accrual rate, will be paid out, provided that you have completed your three month probationary period.

Vacation does not accrue during an unpaid leave of absence.

## **Sick Time**

If you are sick, Casa Latina would prefer that you stay home. Full-time employees are eligible for paid sick time. Full-time employees earn one day per month. At the end of the year, you will have accrued 12 sick days. As with vacation time, part-time employees are eligible for paid sick time on a pro-rated basis.

You may carry over up to five sick days into the next calendar year. Unused sick time will not be paid out upon termination.

Sick time should be used for absences resulting from an employee's mental or physical illness, injury or health condition; to accommodate the employee's need for medical diagnosis care, or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventive medical care. It should not be a substitute for vacation. Sick time may also be used for scheduled doctor's appointments; however, you should try to schedule these appointments during non-work time. You may also use this time to provide care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventive medical care.

You may also be permitted to use this time under certain other circumstances set forth in the City of Seattle's Paid Sick and Safe Time Ordinance, including but not limited to your need, or the need of a member of your family, to seek legal or law enforcement assistance, treatment, or services related to domestic violence, sexual assault, or stalking.

If you plan to miss work due to illness, call Casa Latina at least ½ hour before your scheduled work time. Notify your Supervisor that you will be sick. If your Supervisor is not available, you must leave a message on his or her voicemail. Whenever possible, sick time must be approved in advance by your Supervisor and must be requested in 15 minutes increments using the appropriate leave request form. In the event of an emergency, please notify your Supervisor as soon as possible. To report sick time, please note the hours on your timesheet.

## **Holidays**

Casa Latina observes the following holidays. Full-time employees will receive holiday pay; part-time employees will receive pro-rated pay for these days. To calculate the pro-rated holiday hours, divide the employee total hours per week by 5 (a standard workweek)

Part time employee reduces schedule during week:

If a holiday occurs on a non-schedule workday, the employee's work schedule will be reduced by the pro-rated hours. For example if the employee works 30 hours per week, the employee will work 24 hours in the holiday week with 6 of their hours recorded as holiday hours.

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day and the day after  
Christmas Eve and Christmas Day

In addition, employees may take up to three additional days with pay to observe religious or personal holidays of importance to the employee. The personal holiday are given per calendar year and cannot be carried into the next year. To receive this holiday, you must have completed at least three months of continuous employment. Personal holiday benefits are prorated accordingly for part-time employees. All personal holidays are subject to prior approval by the supervisor using the appropriate leave request form. To report personal holiday hours, please note the hours on your timesheet.

## **May 1st – International Workers Day**

Casa Latina Employees are strongly encouraged to participate in the Immigrant Rights activities and march on May 1. Employees will be excused from their regular duties so they can participate, and may be assigned duties to support this commemoration. If you are unable to participate in the march due to a physical condition or other reasons, please talk to your supervisor for accommodation.

For employees who do not work on that day, they can switch the day with a different day within the work week (Monday thru Sunday)

## **Leaves of Absence**

Under certain circumstances, you may be granted permission to take an unpaid leave of absence. All leaves will be approved on a case-by-case basis. This description of a leave of absence does not ensure that your leave will be approved.

Unpaid leave may be granted for employees due to the birth of a child, placement of an adoptive or foster child, the employee's own serious health condition or the need to care for a member of their immediate family with a serious health condition. Immediate family member is defined as: spouse, domestic partner, mother, father, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents or grandchild.

Employees must be employed by Casa Latina for one year and be full time at the time the leave of absence would begin. If the leave is foreseeable, Casa Latina asks that the employee provides at least 30 days notice, in writing. The Executive Director reserves the right to deny leave based on organizational needs.

If an unpaid leave of absence is approved, you will be expected to continue to pay your portion of your insurance premiums. Benefit premium payment arrangements will be discussed, between you and the Executive Director, if the leave of absence is approved. In addition, an arrangement regarding the use of your accrued vacation and sick time will be discussed.

The organization reserves the right to require a certification by a licensed health care provider in support of any request for family leave. In addition, when you return from leave, Casa Latina may require "return to work" authorization from your health care provider.

You may be asked periodically to update the organization on your status and return to work date.

Terms of this policy may be modified to ensure compliance with applicable laws. Exceptions may be made by the Executive Director.

## **Infant Care Leave of Absence**

Employees may take up to two weeks leave, with pay, without affecting sick leave or vacation, for the delivery of and care for a newborn infant of the employee, or the employee's spouse or domestic partner. A combination of sick leave, vacation, and unpaid leave may total up to three months of time off, to care for an infant.



## **Personal Leave of Absence**

A personal, unpaid leave of absence may be granted in cases where an extended period of time away from the job will be in the best interest of you and Casa Latina.

The granting or denial of a personal leave is at the sole discretion of the Executive Director of Casa Latina.

## **Bereavement Leave**

Employees may take up to one week of paid days for the death of an immediate family member. This time off will not affect your vacation or sick time. If you need time off for a death outside your immediate family, please speak to the Executive Director. Family members include spouse or domestic partner, child, step-child, parent, grandparent, sibling, mother-in-law, father-in-law, sister-in-law, and brother-in-law. Two days of bereavement leave is available for other family members including the employee and spouse's or domestic partner's aunt, uncle, niece, nephew, and cousins.

## **Jury/Witness Duty**

Casa Latina considers jury and witness duty a civic responsibility and will not discriminate against any employee who is summoned to serve as a juror or witness. All full-time and part-time employees with at least 90 days of service, who are summoned by the court to serve on a jury or to be a witness, are eligible for up to one week of jury duty pay per calendar year. If your duty will last longer, please contact the Executive Director. If you receive a jury or witness summons, please notify your Supervisor so that we can plan for an absence.

## **Parent/Teacher Conferences**

Employees may take time from work, with pay, to attend a limited number of scheduled parent/teacher conferences. Please take no more time than is necessary to get to, attend, and return from the conference. Please contact your Supervisor as soon as you are informed about the conference.

## **Inclement Weather**

Casa Latina closing will be authorized by the Executive Director. He will notify the staff of Casa Latina by email and by text message. Also call Casa Latina at 206.956.0779. A voice message will indicate whether the office is closed or programs are cancelled.

### **Facility Closed:**

If the facility is announced to be closed on a given day, all the staff who were supposed to report to work that day will receive regular pay for the day of closure up to two days. After two days if the facility remains closed, the employee can elect to use vacation hours, personal holidays or unpaid time off.

### **Facility Open:**

If the facility remains open on an adverse weather day, employees who report to work will receive their normal pay for the day, i.e. exempt staff will receive their regular salary and hourly employees will be paid at their base rate. If an employee salary exempt or hourly nonexempt elect

not to report to work on a facility open in adverse weather day, the employee can elect to use vacation hours, personal holiday hours or request unpaid time off.

It is each employee's decision to determine if they can safely arrive at work under the conditions. If an employee elects not to work on an adverse weather facility open day, Casa Latina requires the courtesy of a phone call to your supervisor advising as to your status for the day, prior to the beginning of the workday.

## **EMPLOYEE BENEFITS**

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**Note:** Please refer to your insurance booklets for complete information. These benefits are subject to change at the discretion of Casa Latina.

### **Insurance Benefits**

Regular employees, working at least 20 hours per week are eligible for medical and dental coverage. Coverage begins on the first of the month following one full month of employment.

Casa Latina pay 80% of the premium for your medical, (taking the average cost) and dental coverage and 50% of the premium for each dependent's coverage. The remaining 20% for the employee's medical premium and 50% for the dependent premiums will be deducted from your paycheck."

You may enroll a spouse, domestic partner, child or step-child in your medical and dental plan.

You can add or delete a dependent, during the plan year, if there has been a qualifying event (ie birth, adoption, marriage, divorce, change in domestic partnership, change in spouse's or domestic partner's employment status, or death). There are certain time limitations around making changes, so please notify Casa Latina as soon as possible. During open enrollment, you can make any changes to your plan, regardless of whether there was a qualifying event.

For more information on the specifics of your coverage, please review the insurance provider's plan documents.

### **Continuation of Health Insurance upon Termination**

If you are enrolled in Casa Latina insurance plans and your employment terminates, you and your enrolled dependents are permitted to continue coverage through the COBRA continuation plan. Your coverage will remain the same, but you are now responsible for paying 100% of the premiums. In addition, the organization is authorized to charge an additional 2% administration fee.

If you and your enrolled spouse or domestic partner divorce, he/she is also eligible for COBRA. Please contact Casa Latina as soon as the divorce is finalized so that we can notify your spouse or domestic partner of their rights under the COBRA legislation.



## **Retirement Plan**

After one year of employment, any employee who works more than 1000 hours consecutive per year (20 hours/week) are eligible for the retirement plan. Casa Latina will match employee contributions to the plan up to 5% of your gross pay salary. You may also contribute a higher percentage of your pay to your retirement plan. Employees who work less than 1000 hours can still contribute to the retirement plan; however, you will not qualify for the matching Casa Latina offers. You must inform the Casa Latina Finance Director of the amount that you would like to contribute by filling up the Agreement for Salary Reduction under Section 403 b form.

## **Bus Pass**

Employees are encouraged to take the bus to work. Employees who take the bus every day are given a monthly Orca pass. Employees who take the bus less often are given a refillable Orca pass. The use of the any pass is exclusively for work related purposes, Employees can lose their bus pass benefit if it is not used for work purposes.

In the event of a lost and or damaged card, the employee will be charged the vendor's replacement fee at that time. The fee will be deducted from the employee payroll.

## **Travel**

Each employee of Casa Latina will complete a travel authorization form before incurring any expenses and will submit a travel reimbursement form with corresponding receipts upon return. The travel reimbursement form should include all expenses including credit card charges, and reflect reimbursement sources other than Casa Latina. The organization will reimburse the M&IE (Meal & Incidental Expenses) travel expenses at the standard mileage rate for the business use of a car following IRS guidelines. <http://www.gsa.gov/portal/content/110007>

Staff will be reimbursed for reasonable and necessary expenses incurred in connection with approved travel. The executive Director must approve all travel expenses. Travel advances are available for extended trips. 100% of travel advances must be expensed within a 30-day period.

If travel expenses were paid by the staff member personally, travel expense reimbursement forms need to be submitted within a 15-day period.

Employees will be reimbursed for authorized and valid business-related travel expenses if they have been previously authorized by their supervisor in writing. Reimbursement requests are submitted on an travel form within 15 days of completed travel, to the Accounting office. This form must have a supervisor's approval signature.

Mileage in excess of normal commuting mileage to and from the office is reimbursed at the IRS rate. Please document your mileage for accurate reporting.

Lodging and air fare reservations can be made with prior approval of manager using personal credit or Casa Latina's Credit card. No luxury lodging is allowed. Employees must fly economy class and search for the least expensive flight option. All lodging and air fare reservations should be purchased at least two weeks in advance of planned travel.

## Per Diem

Per Diem is granted to employees if they are attending a training, conference or required meetings by funders at the direction of their Program or Executive Director. Casa Latina will also cover expenses for domestic workers and day laborers with funded travel with Executive Director approval. If the conference or meeting provides two meals in one day, the Per Diem will be reduced by 50% for each day both meals are provided; if the conference or meeting provides three (or more) meals per day, no Per Diem will be provided. Per Diem rate is revised on the yearly basis according to the GSA. The following link has the current rates.

On the first and last days of travel, employees receive an additional \$30 in per diem, and is not subject to the number of meals provided by the conference or meeting.

### 2019 PER DIEM RATES

Location	Meals & Incidentals Per Diem
New York, Washington DC, San Francisco, Los Angeles	\$76
Other Cities	\$55
<b>EXAMPLE</b>	
NYC Day 1 (depart from Seattle)	\$106
NYC Day 2	\$76
NYC Day 3	\$76
NYC Day 4 (return to Seattle)	\$106

If Per Diem is needed in advance, the director of the area must approve and send the request to the Accounting department no later than five business days before the scheduled business trip.

Per diem allowances are reimbursable for in-state travel that is 45 miles or more from the traveler's home or primary worksite.

## Training

After completing your 90-day Introductory Period, your Supervisor will develop a training plan with you. Casa Latina will provide full-time and part time employees the reimbursing training costs; the amount will be announced at the beginning of every year. Part-time employees will receive a pro-rated training fund. (For example, if the training for full time employees is \$450 if you are a half-time employee, you will receive up to \$225 each year; if you are scheduled to work 30 hours a week, you will get up to \$338 a year for training costs.) Please talk with your Supervisor to get approval to enroll in a class; trainings are for work related requirements. The amount of training will be announced after the budget is approved.

## STANDARDS OF CONDUCT

### Unlawful Discrimination and Unlawful Harassment

Casa Latina is committed to providing a work environment that is free of unlawful discrimination and unlawful harassment.

Unlawful discrimination occurs when one employee or applicant is treated differently from another in connection with the terms or conditions of employment such as hiring, placement,

promotion, termination, layoff, recall, transfer, leave of absence, compensation and training due to the employee's gender, color, race, age, national origin, pregnancy, ancestry, marital status, veteran status, disability, religion, sexual orientation or other legally protected status where there is no bona fide occupational qualification or legitimate organizational reason for the differing treatment. It also could involve failure to make a reasonable accommodation, for a disabled employee or applicant, in certain circumstances and where doing so would not involve an undue burden.

Sexual harassment is a form of unlawful harassment by members of the same or opposite sex. In general, it is defined as unwelcome conduct that is of a sexual nature or based on gender. Sexual harassment may include a range of subtle and not-so-subtle behaviors. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; comments about an individual's body, sexual prowess, or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical or verbal conduct or visual material of a sexual nature. Employees have the right to be free from such harassment on the job, whether from co-workers, supervisors, or vendors. Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

Like sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. Harassing conduct may include inappropriate jokes and innuendo, epithets, slurs, or negative stereotyping, display in the workplace of offensive materials, and other physical or verbal conduct or visual materials.

In general, harassment is prohibited by federal, state, and local anti-discrimination laws when:

1. Submission to or rejection of such conduct is used as the basis of a tangible employment action affecting the individual, such as decisions relating to hiring, firing, promotions, assignments, or pay; or
2. The conduct creates an intimidating, hostile, or offensive work environment, which affects the terms and conditions of a person's job.

Any employee or applicant who has concerns about any kind of discrimination or harassment in the workplace should promptly report the concern to his/her Supervisor, to any Supervisor that you feel comfortable discussing the concern, or to the Executive Director. Concerns can be made in writing, via email, in person or by telephone.

No retaliation will be taken against an employee or applicant for filing a complaint with a government agency. Anyone found to be engaging in any type of unlawful discrimination or harassment will be subject to disciplinary action up to and including termination of employment.

## **Equal Opportunity Employer**

Casa Latina strives to have a diverse staff that accurately reflects the community we represent. We will actively recruit employees from the Latino immigrant community. In addition, we will provide professional development opportunities for our program participants so that they may gain the skills necessary to work at Casa Latina.

Casa Latina will comply with all federal, state, and local laws as they relate to equal employment and non-discrimination. Casa Latina provides equal employment opportunities to all applicants and employees. Casa Latina does not discriminate on the basis of sex, race, color, national origin, age, religion, handicap, or disability, marital status, sexual orientation, or political ideology. This policy applies to all areas of employment including recruiting, hiring, training, promotion, compensation, benefits, transfer, and social and recreation programs.

## **Accommodation for Individuals with a Disability**

Casa Latina is committed to ensuring equal employment opportunity for qualified persons with disabilities in accordance with the Americans with Disabilities Act (ADA) and all other applicable federal, state, and local laws. This applies to applicants and employees.

In accordance with state and federal law, Casa Latina will make reasonable accommodations if you have a disability that affects your ability to perform your job duties unless to do so would create an undue hardship for Casa Latina. However, employees must be able to perform their essential job duties, with or without reasonable accommodation. If an applicant or employee identifies a disability for which she or he needs some accommodation in order to perform the essential functions of the job in questions, Casa Latina will explore with that individual any reasonable accommodation that would enable him or her to perform the job's essential functions.

If you have a disability that affects your ability to perform the essential functions of your job and you need an accommodation, you should make that fact known to your supervisor or the Executive Director. This information will be treated as confidential, except to the extent that other employees need to know to evaluate your request for an accommodation and/or to accommodate your disability. An employee may be entitled to a reasonable accommodation but not necessarily the particular accommodation requested.

Casa Latina will maintain all organization information regarding the medical condition or history of applicants, employees, and employees' dependents on separate forms and in separate locked medical files, and treat such information as a confidential medical record, to be utilized only as permitted by law. You are not required to disclose a disability unless you are seeking an accommodation.

Further, any employee who feels that this policy is not being adequately fulfilled should make, in writing, such feelings known to their immediate Supervisor, to any Supervisor with whom they feel comfortable discussing the situation, or to the Executive Director.

Employee accommodation requests and related information will be treated as confidential.

## **Drug and Alcohol Policy**

Casa Latina is committed to maintaining a healthy, safe, drug-free and alcohol-free work environment. Employees who abuse alcohol, inhalants, or drugs are a danger to themselves and others. Employees who use illegal drugs or abuse alcohol, inhalants, and other controlled substances, on or off duty, tend to be less productive, less reliable, and prone to greater absenteeism.

For the purpose of this policy, the terms "illegal drugs" and "controlled substances" refer to all

forms of narcotics, depressants, stimulants, hallucinogens, and all other drug types including but not limited to marijuana, cocaine, opiates, phencyclidine, and amphetamines, whose use, possession, distribution, transportation, sale, purchase, or transfer is restricted or prohibited by federal, state, or local laws and ordinances.

This policy applies to all full-time, part-time, volunteers, and temporary employees. This policy also applies to individuals employed by contractors providing services to Casa Latina. Individuals who violate any provision of this policy will be subjected to progressive discipline up to and including termination.

As a condition of employment, employees are prohibited from:

- The use, consumption, possession, distribution, dispensation, or sale of illegal drugs or drug paraphernalia and/or controlled substances on Casa Latina premises or organizational business, in organization supplied vehicles, or during working hours (including break and meal times);
- Unauthorized use or possession, distribution, dispensation, or sale of alcohol on Casa Latina premises or on organization business (unless the employee is engaged in official entertaining or attending organization sponsored events, or work related social functions at which alcohol is offered), in organization supplied vehicles or during work hours;
- Being under the influence of a controlled substance, illegal drug, inhalants, or alcohol on Casa Latina premises or organizational business, in organization supplied vehicles or during working hours;
- Storage of alcohol, illegal drugs, drug paraphernalia, or unauthorized controlled substances in a locker, desk, organization vehicle, briefcase, purse or other repository on Casa Latina premises. The organization reserves the right to search any such repository which is the property of the organization or is brought on to Casa Latina property at any time;
- Possession, use, manufacture, distribution, dispensation or sale of controlled substances or illegal drugs off organization premises that adversely affects the employee's work performance, his/her own or others safety at work, or the organization's regard or reputation in the community;
- Use of alcohol off organization premises that adversely affects the employee's work performance, his/her own or others safety at work, or the organization's regard or reputation in the community;
- Refusing to submit to an authorized search of any repository on Casa Latina premises.

## **Fraternization**

All employees must abide by the following rules relating to fraternization:

1. Volunteers, students, and staff members may date as long as it does not conflict with the sexual harassment policy.
2. Casa Latina does not permit romantic relationships between two people where there is a direct or indirect supervisory relationship between them.

## **Open Communications**

We want to maintain an open and direct relationship with all of our employees. In the event an employee has a grievance against Casa Latina, another employee, or an organization policy, the matter should first be taken to the employee's immediate Supervisor.

If the issue is not resolved, or if you do not feel comfortable speaking with your Supervisor, we encourage you to speak with the Executive Director. If the Executive Director is your supervisor and you don't feel comfortable speaking with him or her, you may speak with the chair of the board personnel committee.

## **Casa Latina Whistleblower Protection Policy**

Casa Latina requires directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of Casa Latina, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

### **Reporting Responsibility**

This Whistleblower Policy is to encourage and enable employees and others to raise serious concerns internally so that Casa Latina can address and correct inappropriate conduct and actions. It is the responsibility of all board members, officers, employees and volunteers to report concerns about violations of Casa Latina code of ethics or suspected violations of law or regulations that govern Casa Latina's operations.

### **No Retaliation**

It is contrary to the values of Casa Latina for anyone to retaliate against any board member, employee, member or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of Casa Latina. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

### **Reporting Procedure**

Casa Latina has an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with their supervisor. If you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the Executive Director, or the president of the board. Directors, supervisors and managers are required to report complaints or concerns about suspected ethical and legal violations in writing to the Casa Latina's Executive Director or the board president who has the responsibility to investigate all reported complaints involving the human resource department. Employees with concerns or complaints may also submit their concerns in writing directly to their supervisor or the executive director, board president or personnel committee.

## **Code of ethics**

We are committed to:

- Acting honestly, truthfully and with integrity in all our transactions and dealings;
- Avoiding conflicts of interest;
- Appropriately handling actual or apparent conflicts of interest in our relationships;
- Treating every individual with dignity and respect;
- Treating our employees with respect, fairness and good faith and providing conditions of employment that safeguard their rights and welfare;



- Being a good corporate citizen and complying with both the spirit and the letter of the law;
- Acting responsibly toward the communities in which we work and for the benefit of the communities that we serve;
- Being responsible, transparent and accountable for all of our actions; and
- Improving the accountability, transparency, ethical conduct and effectiveness of the nonprofit field.

## **Compliance Officer**

The Executive Director and ~~for~~ the Board of Directors are responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The Executive Director and/or the Board of Directors of all complaints and their resolution and will report at least annually to the Board President, Treasurer/Chair of the Board Finance Committee, and Chair of the Board Personal Committee on compliance activity relating to accounting or alleged financial improprieties.

## **Accounting and Auditing Matters**

The Executive Director is responsible for ensuring that all complaints about unethical or illegal conduct are immediately addressed and shall notify the Board President, Finance and Personnel Committee Chair's of any concerns or complaint regarding corporate accounting practices, internal controls or auditing and advise the committees when the matter is resolved

## **Chain of Command/Decision Making**

In the case of the Executive Director's absence, a pre-appointed staff member will act in place of the Director to make all necessary decisions. The Executive Director will designate this staff member. All new employees will be informed of the appointed staff member. The Director may revoke and reassign this position to another staff member at any time.

## **Attendance and Punctuality**

It is important that you report to work on time, as scheduled. Timely performance of one's job is essential to the smooth operation of Casa Latina and shows respect for fellow employees who must assume a co-worker's duties in his/her absence. If for some reason you will be delayed more than a few minutes, or are unable to report to work due to illness, you should call your Supervisor promptly to explain the circumstances. Excessive tardiness and poor attendance may lead to termination of employment.

You must call in each day you are absent from work. Employees who are absent from work for three consecutive days, without calling in, will be considered to have "voluntarily resigned." No show/no call situations may result in disciplinary action up to and including termination.

## **Personal Phone Calls and Mail**

Receipt of personal correspondence at work is discouraged. When letters are received clearly marked to indicate a personal nature, every reasonable effort will be made to deliver such letters unopened to the addressee. Remember that because the office staff opens most mail, there is a good chance they will open your personal mail.

Casa Latina feels that staff members should be free to make and receive necessary personal calls at work, during your break period. However, because our phone lines are limited, we urge you to make calls as brief as possible.

Long distance telephone calls are discouraged. Please request Supervisor permission for long distance calls. If long distance calls are approved, you are expected to provide your Supervisor with the day, time, and duration of the call. You will be billed for the expense. Failure to comply with this policy may result in disciplinary action up to and including termination.

## **Use of Technology and Email**

Computer hardware and software are provided first and foremost for accomplishing necessary work-related tasks. It is not acceptable at any time, whether on-duty or off-duty, to use them for games. All games should be removed from your computer. No programs or files should be downloaded from unknown sources without advance permission from your Supervisor.

Any employee receiving or sending inappropriate emails, or who use the Internet inappropriately and for use other than work related, may be subject to disciplinary action up to and including termination.

## **Acceptance of Gifts from Suppliers and Customers**

To avoid possible conflicts of interest, employees should not give or receive unusual gifts or favors from persons outside the organization who are in any way concerned with a project on which Casa Latina is professionally engaged. Please ask your Supervisor if you have any questions about giving or receiving a gift to or from someone outside Casa Latina.

It is our policy that any appropriately-received gifts will be shared with all staff members. If you are the recipient of such a gift, please talk with your Supervisor.



## EMPLOYEE ACKNOWLEDGEMENT

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I understand that the information in this Handbook represents guidelines only and that Casa Latina reserves the right to modify this Handbook and amend or terminate any policies, procedures, or benefit programs whether or not described in this Handbook at any time, or to require and/or increase employee contributions toward its benefit programs. I understand that I am responsible for reading this Handbook, familiarizing myself with its contents, and adhering to all of the policies and procedures of this organization, whether set forth in this Handbook or elsewhere.

I understand that this Handbook is not a contract of employment, expressed or implied, between me and Casa Latina and that I should not view it as such, or as a guarantee of employment for any specific duration. I understand employment here is at will, meaning Casa Latina or I can terminate the employment relationship with or without cause or notice.

I further understand that no Supervisor, manager or representative of this organization, other than the Executive Director, has the authority to guarantee employment for any specified period of time or to alter the at-will nature of my employment. I also understand that any such agreement, if made, shall not be enforceable unless it is a formal written agreement signed by both myself or my representative and the Executive Director of the organization.

\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

### **Supervisor's Acknowledgment:**

I have reviewed this information orally with the above employee and have given the employee time to ask questions. I have answered all questions to the best of my ability.

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date print Supervisor's

\_\_\_\_\_  
Date



# Exhibit G



With Dignity and Opportunity

317 17TH AVENUE SOUTH, SEATTLE WA 98144  
TEL. 206.956.0779 FAX. 206.956.0780

#### Termination letter

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 2019

This is to inform you that your employment with Casa Latina is terminated, effective immediately.

As stated at our meeting, the reasons for your termination are poor job performance, and failure to improve your job performance after having previously received a notice, and being given an opportunity to improve with a plan offered by your supervisor. Here are some examples of poor work performance.

- At the OSHA workshop on February 15, 2019 at the University of Washington, your supervisor had to ask you to behave in a more professional manner. This is very serious because you are representing Casa Latina to the community.
- Your supervisor has received complaints from fellow staff who sit near you about constant interruptions with issues that are not work related.
- You frequently change your schedule with very little notification to your supervisor
- You regularly arrive late for trainings, in spite of having been asked to arrive at least 15 minutes early.

Another area of poor performance concerns your attitude toward supervisory staff and decision making. During the recent reorganizing of staff space your questioning of this process showed a lack of respect.

You are expected to manage a calendar and remember dates for training and workshops; however this has not been the case.

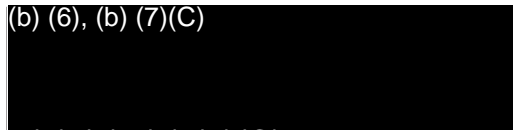
- On various occasions you have asked your supervisor to remind you of the dates for orientations, membership renewals and other activities. This is a responsibility you are expected to manage on your own.
- Given your years of experience, you are expected to exercise a leadership role in conducting workshops and trainings, however your tendency is to function more passively and only participate when absolutely necessary.
- Your supervisor asked you repeatedly to prepare a self evaluation and never received a reply.

Although you are being terminated effective today, we are extending two weeks pay, and you will also receive payment for unused vacation time. You will remain on the health insurance plan through the end of this month.

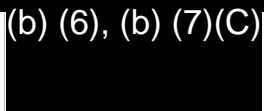
When you return all property belonging to Casa Latina, including keys, ORCA Card and other materials or equipment that may be in your possession, you will receive your final paycheck. We also ask that you delete the Outlook app from your personal cell phone.

Thank you for your past efforts and all the best for your future endeavors.

(b) (6), (b) (7)(C)

A large black rectangular redaction box covering several lines of text.

(b) (6), (b) (7)(C)

A black rectangular redaction box covering a few lines of text.

# Exhibit H



With Dignity and Opportunity

317 17TH AVENUE SOUTH, SEATTLE, WA 98144  
TEL. 206.956.0779 FAX. 206.956.0780

### Termination Letter

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 2019

This is to inform you that your employment with Casa Latina is terminated, effective immediately.

As stated at our meeting the reasons for terminating your employment with us are because of poor job performance, and failure to improve in your job after previously receiving a notification about your performance, and being given an opportunity to improve with a plan offered by your supervisor. Here are some examples of poor work performance.

- Continued poor work attitude and negative comments toward supervisory staff in a way to drive down morale and question leadership in the workplace.
- Making negative comments about decision making around workshops such as the painting workshop in a way intended to undermine your supervisor's authority and affect workplace morale.
- Making unconstructive, negative and combative remarks at staff meetings.

Apart from these attitude issues, your supervisor has noted problems in work performance.

- In the Priority Hire program, you confirmed having 20 accepted participants; however the correct number was 14. This error in reporting could put our contract in jeopardy.
- On repeated occasions you have asked your supervisor to remind you of dates for important events such as Membership Renewals, Orientations, and others. It is your responsibility to know these dates, as a minimal job duty.
- On several occasions you were asked to arrive at least 15 minutes prior to the start of a workshop to prepare your materials, however you have consistently arrived at almost exactly the time the workshop is set to begin, not allowing adequate time for prep and requiring assistance from your supervisor.
- You have repeatedly arrived late for Priority Hire presentations.

Another area of your poor job performance has jeopardized our relationship with an important community partner, the Mexican Consulate.

- Although you informed your supervisor that you had a conflict involving a borrowed chair, the consulate contacted your supervisor with their version. They indicated that you became irate and disrespectful toward their staff, and insisted on being able to lodge a complaint against their staff.

In addition, during a meeting on Friday (b) (6), (b) (7)(C) you told your supervisor that you and (b) (6), (b) (7)(C) have been actively working to undermine your supervisor through your poor work performance because you felt that (b) (6), (b) (7)(C) was siding with management. You said that if (b) (6), (b) (7)(C) aligned with you, things would go much better for (b) (6), (b) (7)(C).

Although you are being terminated effective today, we are extending two weeks pay, and you will also receive payment for unused vacation time. You will remain on the health insurance plan through the end of this month.

When you return all property belonging to Casa Latina, including keys, ORCA Card and other materials or equipment that may be in your possession, you will receive your final paycheck. We also ask that you delete the Outlook app from your personal cell phone.

Thank you for your past efforts and all the best for your future endeavors.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)





UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 19  
915 2nd Ave Ste 2948  
Seattle, WA 98174-1006

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (206)220-6300  
Fax: (206)220-6305

April 30, 2020

(b) (6), (b) (7)(C)

Re: Casa Latina  
Case 19-CA-248695

Dear (b) (6), (b) (7)(C):

We have carefully investigated and considered your charge that Casa Latina has violated the National Labor Relations Act.

**Decision to Dismiss:** Based on that investigation, I have decided to dismiss your charge for the reasons discussed below.

Your Charge alleges that the Employer discharged you because you joined and supported a labor organization and because you engaged in concerted protected activities. Based on the investigation, I have concluded that further proceedings are not warranted and I am dismissing your charge for the following reasons.

With regard to the allegation that your termination was motivated by your union activity, you relied on the suspicious timing of the (b) (6), (b) (7)(C) 2018 warnings and your (b) (6), (b) (7)(C) 2019 termination as evidence of unlawful motive. The evidence did not support such a finding. First, the evidence established that your (b) (6), (b) (7)(C) discipline was planned before an email was inadvertently sent to your supervisor on (b) (6), (b) (7)(C), 2018 announcing your election to the bargaining team. Similarly, your (b) (6), (b) (7)(C), 2019 termination was discussed by management on or about (b) (6), (b) (7)(C) 2019, which was before your supervisor learned that you would be meeting with other members of the bargaining team. Second, even if there were evidence of questionable timing, it would be insufficient standing alone to draw an inference of unlawful motivation in the absence of any evidence of anti-union animus, of which there is none. In fact, the evidence established that the Employer's (b) (6), (b) (7)(C), a (b) (6), (b) (7)(C), allowed employees to hold union meetings at its facility, voluntarily recognized the Union, and is currently bargaining in good faith for a first contract. Third, the evidence demonstrates that you were disciplined and then fired because your work actions placed the Employer's longstanding relationships with its partners in jeopardy, rather than for unlawful reasons.

Your assertion that your termination was due in part to your engaging in concerted protected activity, specifically, your leadership role in raising issues related to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), is not supported by the evidence. Although these were issues of common concern, the evidence revealed both that there were other employees who took an active leadership role in bringing these issues to management and a lack of unlawful discrimination for

raising these issues. Similarly, regarding the issues related to (b) (6), (b) (7)(C) there was insufficient evidence that you raised these issues more than others or that raising these issues was the reason for your termination. Accordingly, further proceedings are not warranted and I am dismissing your charge.

**Charging Party's Right to Appeal:** The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

**Means of Filing:** You must file your appeal electronically or provide a written statement explaining why electronic submission is not possible or feasible (Written instructions for the NLRB's E-Filing system and the Terms and Conditions of the NLRB's E-Filing policy are available at [www.nlrb.gov](http://www.nlrb.gov). See [User Guide](#). A video demonstration which provides [step-by-step instructions](#) and frequently asked questions are also available at [www.nlrb.gov](http://www.nlrb.gov). If you require additional assistance with E-Filing, please contact [E-File@NLRB.gov](mailto:E-File@NLRB.gov).

You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. If you cannot file electronically, please send the appeal and your written explanation of why you cannot file electronically to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

**Appeal Due Date:** The appeal is due on **May 14, 2020**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than May 13, 2020. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

**Extension of Time to File Appeal:** The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before May 14, 2020**. The request may be filed electronically through the **E-File Documents** link on our website [www.nlrb.gov](http://www.nlrb.gov), by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after May 14, 2020, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

**Confidentiality:** We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an

appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

A handwritten signature in cursive script, reading "Ronald K. Hooks".

RONALD K. HOOKS  
Regional Director

Enclosure

cc: (b) (6), (b) (7)(C)

Casa Latina  
317 17th Avenue S  
Seattle, WA 98144

Carson Phillips-Spotts, Attorney  
Barnard Iglitzin & Lavitt, LLP  
18 W Mercer St Ste 400  
Seattle, WA 98119-3971

klm

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

**APPEAL FORM**

To: General Counsel  
Attn: Office of Appeals  
National Labor Relations Board  
1015 Half Street SE  
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

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Case Name(s).

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Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

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*(Signature)*